



Συμβολαγραφία.  
Symbolæographia.

Which may be termed

c4

The Art, Description, or Image of  
Instruments, Covenants, Contracts, &c.  
OR  
The Notarie or Scriuener.

Collected and disposed by WILLIAM  
WEST of the Inner Temple Gentle-  
man, Attorney at the Common Law in  
seuerall Bookes.

Ingenij cibus studium : Studijsq; diligentia,

Menander.

Πάντων ἰατρὸς ἦν ἀνὴρ καὶ οὐκ ἄλλος,  
καὶ τοῦ ἐστὶν ὄντος καὶ οὐκ ὄντος.

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ἑνὸς τοῦ βιβλίου.

Nihil nascitur perfectum:

Nam mora dat vires, terras quoque perquoquit Vnas,  
 & validas segites, quod fuit herba facit.  
 Qua præbet latas arbor spaciantibus umbras,  
 Quo posita est primum tempore virga fuit.

Sed tamen est artis tristissima ianua nostra,  
 & labor est unus tempora prima pati.  
 Aspicis ut pressos urant iuga prima iuuecos,  
 ut noua velocem cingula ladat equum.

Tamen

Incipe, dimidium facti est cæpisse, superfit  
 Dimidium, rursus hoc incipe & efficies:  
 Interim autem

μυμειδῶς facile est eniuis, durumque μμειδῶς,  
 Quaque sequi nescit, carperet quisque potest:

Nam

Ἄπειται ἰσχυρὸν εἰς τὸ νοθεύειν σοφοῖς,

Ἀντὶ δ' ἀμειδιότητος ἐ' γινώσκουσιν

Rumpatur igitur Zoilus.

The speciall matters handled in these foure Bookes  
 appeare in the Contents thereof set before the first  
 Booke, and in the Aduertisement to the Reader,  
 and in the Table placed at the end of the last booke.

APR 18 1926

Viro Iurisprudentia, pietate & authoritate præ-  
stantissimo, Edmundo Anderson Militi, Regiæ

Maiestati Iudici primario ciuiliū Actionum, pa-

trono suo omni obseruantia colendo, VV. VV. E S T

In ditiis diu ac feliciter præfse ex ani-  
mo optat.



SEMIANNVS ferè est (*Vir Ornatissime*) ex  
quo Librarius quidam, quocum nahi antea aliqua interces-  
lerat necessitudo, me & tuo & Typographi nomine vehemèr  
rogauit, vt operam curamq; meam ad librum *Instrumento-  
rum* corrigendum, ditandum, ac meliøre etiam ordine dispo-  
nendum, velim conferre: Aiebat enim Typographum constitutum habere  
nouam eiusdem impressionem inire, si emendatum, nouisq; insuper addi-  
tionibus auctum quoquo modo parare posset. Instituto eius tam honesto  
tamq; literatę reipublicę vtili non potui non gratulari: Sed opus laboris  
plenisimum videbatur, cuius vt me molestia expedirem, plurima quę me  
ne id præstarem remorari videbantur, ingenuè profitebar *Symbolæographia*  
scilicet, non satis exquisitam cognitionem prouinciam meam procurato-  
riam, quę me dies noctesq; cruciat, totas studiorum meorum rationes ad  
Iurisprudentiam præcipuè accommodatas, totius corporis valetudinem in-  
firmam, & præcipuè oculorum, & negotia domestica, quibus tutò super-  
sedere non licet, multaq; deniq; alia quę mei loci atq; ordinis hominem ab  
huiusmodi laboribus suscipiendis faciliè deterrere possent. Ille tamen acri-  
us instat & ardentius vrget, nec excusationem illam accipit, quodq; præ-  
cibus statim impetrare non potuit, hoc pia importunitate tandem extorsit.  
Operam igitur meam qualemcunque promisi, meq; conaturum recepi, vt  
facultas (quę penè nulla fuit ad id feliciter perficiendū) me prius deficeret,  
quam ad tentandum alacriter voluntas deesset. Itaq; ad rem aggredior.  
Exemplaria quedam quę ipse prius in chartulis ad priuatos vsus retule-  
ram, exquiro: quibus codices *Instrumentorum* manuscriptos quos aut ip-  
se habebam, aut ab alijs vsipiam conquirere potui, coniunxi. Hijs fretus præ-  
sidijs ad opus tandem accingor, ipsum lego, relego, muto, transpono, collig-  
go, addo, expungo, ne quid (quantum fieri potuit) haberet aut falsi, aut  
alieni, aut sepius iterati, aut perperam dispositi. Fugerunt me tamen  
(scio) plurima quę ipse vberius atq; adeo ornatius explicassẽ, si per Ty-  
pographi licuisset aut festinationem, qui operis immaturi finem præpropre  
accelerabat, aut importunitatem, qui ne in immensum opus cresceret ne-  
gotium impediuit: alioquin cum hijs prodissẽt in lucem *Tractatus de formu-  
lis Finitum & Recuperationum*, quę dicuntur cum nonnullis alijs id genus In-  
strumentis, quę satis essent ad iustum *Symbolæographia* quasi corpus confis-  
ciendum. Iam verd hijs paucis interim contentus sum, in quibus breuitati  
studui, ne vel emptores pretij magnitudo, vel lectores operis prolixitas de-  
tereret. Ex quibus fit vt *Symbolæographia* habeant volumine cõpendio-  
sam, vtilitate tamen (vti spero) magnam, longè tamen maiorem futuram, si

## Epistola.

Homo socia-  
lis.

Societas nis-  
titur iustitiae

Iustitiae mu-  
nus

Contractuum  
ortus

Hominis  
finis  
Dominij dis-  
tinctio

Contractuum  
praestantia

eandem recognoscendi Deus otium ac potestatem olim mihi concesserit, Neminem vero interim has meas quaecumque Symbolaeographiae inchoa-  
tas atque impolitas commentationes improbatum spero, cum in votis sit  
easde imitius perfecisse, tum quod conservandae humani generis socie-  
tati, (ad quam ipsa nos natura formavit, ac sine qua nullum regnum, nulla resp,  
nulla familia stare, nullus homo tranquille vivere potest) magis consen-  
taneum sit, Siquidem cum Deus opt. Max. nos ad hanc societatem creavit, ad ius-  
ticiam quoque, sine qua societas illa coniunctioque constare non potest, nos  
natos esse fatendum est, eamque naturaliter insitam nobis tanquam faciem praes-  
latam ad iustas res agendas fugiendasque contrarias dei ipsius concessu ac  
munere datam. Proprium autem munus Iustitiae cernitur non solum in  
vniuersa illa obedientia qua inferiores animae partes rationi duci subijci-  
untur, quaque humanae societatis equalitas optime conservatur, in qua eti-  
am commune bonum praecipue spectamus & legem & aequitatem colere  
studemus, verum etiam in reddendo quod suum est cuique. Quod non  
minus in commercijs ac negotijs hominum contrahendis & transigen-  
dis versatur, ut res pro rebus, pretium pro merce detur summa semper aequa-  
litate seruata, quam in distribuendis praemijs & poenis pro cuiusque digni-  
tate ac merito, cum boni muneribus atque officijs: mali autem poenis ac tur-  
pitijs afficiuntur. Omnium vero contractuum ortus a iure gentium, id est,  
a naturali seu diuino, duci videtur, Deus enim & natura, nihil frequentius  
aut vehementius praecipunt, quam ut homo homini germanum & sice-  
rum amorem mutuum exhibeat, vitamque hanc momentaneam pie & ho-  
neste transigat. Omnibus igitur benetaciendum est maxime, nocendum  
vero nemini: quod nullomodo fieri potest vel facilius vel commodius, quam  
si alijs rerum & officiorum nostrorum partem cum necesse fuerit, legitime  
communicemus. Communicatio autem huiusmodi, si certum aliquem  
modum iure praescriptum non haberet, varios ac inlatiabiles hominum  
affectus explere minime possit. Quocirca in negotijs contrahendis rebusque  
transferendis modos ac ordines quosdam adhibere semper oportet, qui ab  
hominibus ita in singulis seruentur, ut mutua quaedam utilitatis ratio inter  
eos habeatur, ne alij ab alijs nimis grauentur. Illiusmodi autem ordinum ra-  
tio & natura maxime cernitur in praeclearissimis illis contractuum formu-  
lis, per quas mutuae charitatis officia in summa pace & tranquillitate exer-  
cemus. Nam cum deus res omnes hominis gratia, hominemque ad suam  
gloriam celebrandam creavit, rerumque dominia iure naturali quondam  
confusa, omnibusque promiscue communia, nunc iure gentium propter  
pacem publicam ita sunt distincta, ut res nullas ab inuito domino auterre,  
aut ad alium transferre liceat: opus fuit alijs etiam medijs ad inducendum  
in hominum societatem omnium rerum & operarum communionem  
quandam absque ullius dispendio: At sine contractibus hoc fieri nullo  
modo potuit. Circumspicemus enim quoque versus, & videbimus ne-  
nunc quidem satis inter homines conuenire de rerum distinctione ac domi-  
nio, utcumque diligentissime distributa sint. Quid igitur arbitramur non  
introducitis contractibus obligatorijs? Nihil certe aliud quam ut belluino  
more nos inuicem immaniter dilaniaremus. Contractuum autem formam  
si recte ac serio contemplemur, mira nos voluptate afficiet maiorum pru-  
dentia

## Epistola.

dentia, qui illam primi excogitarunt. Perpulchra etenim observata est co-  
 tractuum ratio, ac velut harmonia quaedam nostro omnium vsui modis  
 omnibus gradatim vsq; deseruiens, adeo vt horum solida cognitio vera  
 Philosophia non inepte dicatur. Nam si rebus egentes, pecuniam nume-  
 ratam habeamus, propofita est nobis formula emendi & vendendi, præ-  
 stans omnium facile rerum communionem: Si careamus pecunia locu-  
 pletes aliarum rerum, tunc vti possimus prisca illa etiam nunc frequen-  
 rata permutandi ratione; at si non ita multum adfit vel pecuniarum vel  
 rerum vt res emere vel permutare possimus; aut si dominus, qua indige-  
 mus, rem alienare nolit, tunc vsum eius certa pensione, saltem ad tempus  
 consequamur, quod pertinet locatio & conductio, exhibens etiam nobis  
 operarum personalium commutationem. Eodem etiam spectant contra-  
 ctus mutui & commodati; vbi verò nihil eorum consequi possis pecunia,  
 perfugiendum est ad liberalitatis officia, cuiusmodi sunt præcarii & do-  
 natio quævis. Nonnunquam enim largimur rogati quod alioquin non  
 concederemus pecunia. Eadem ratio habenda est de societate, commo-  
 dato, deposito, & ceteris similibus contractibus, reliquis omnibus videlicet  
 quomodo nobis subseruiant contractus mandati negotiorum gestorum  
 alijq; complures. Hijs autem de causis contractus omnes inuicari & in  
 hunc modum institui videntur, vt rebus a deo donatis honestè ac comòdè  
 vtamur ac fruamur, ne alter ab altero iniuste prematur, vt æqualitas com-  
 mutatiua pacem conseruet, pax Reipub. in qua veluti eadem in naui  
 sumus omnes, vtq; charitatem exerceamus mutuam resq; nostras commu-  
 nicemus, vt deniq; in rerum commercijs cerèd constet quid cuiq; tribuen-  
 dum sit; summam autè vt alij alijs mutuo beneficiamus. In hoc namq;  
 contractuum omnium verus vsus versatur maximè, non autem in vili  
 quaestu, ad quem plerique turpiter errantes, eos omnes principaliter refe-  
 runt. Nec tamen inter contrahentes negligendum est honestum absq; va-  
 nitate lucrum. Ex quibus omnibus facile concludi posse videtur, contra-  
 ctus omnes esse perquam necessarios quippe qui ab ipso Deo perenni  
 bonorum omnium scatebra promanent, a quo nihil nisi perfectè bonum  
 dimanare possit, quiq; efficiunt vt homines rerum omnium vsum fructuq;  
 verum habeant absq; offensione, vt quæ in iure consistit æqualitas con-  
 seruetur, pax alma vigeat, respub. floreat, charitas non fucata ferveat,  
 vtq; res singulorum ad necessarios hominū vsus communicentur, eorūq;  
 dominia distinguantur, & suum cuiq; tribuatur; Quibus nihil honestius,  
 nihil iucundius, nihil magis aut humani generis societati commodum, aut  
 legi diuinæ consentaneū vel cogitari quidem, nedū enarrari potest. Cum  
 verò multi huiusmodi contractus nec cerèd institui, nec ordine describi,  
 nec memoria firmiter retineri; nec facillè probari, fidemū suam æque  
 tueri possent, si idoneis instrumentis non mandarentur: dici vix potest  
 quam sit ciuili hominum societati Symbolæographia utilis, immò etiam  
 necessaria; cuius vis omnis in singulorum contractuum instrumentis eo-  
 rumq; formulis conformandis ac describendis vnice versatur, cuius bene-  
 ficio his omnibus difficultatibus atque incommodis facile medetur. Ad  
 quam promouendam quid demum præstiterimus non verbis prædicare, sed  
 æqui lectoris censuræ estimandum relinquere volumus, cuius solius gra-

Contractuum  
formæ

Contractuum  
vsum

Liberalitas

Contractuum  
finis

Efficiens con-  
tractuum  
Effectus con-  
tractuum

Symbolæo-  
graphia nec  
cessaria, ma-  
gis & vis



## Epistola.

tia hoc (quicquid est) ex egregio meo in illum studio & amore singulari profectum est : facultas equidem (vt de me verum fatear ) fuit minima, at voluntas certè maxima, nec labor minimus : Spero tamen extemporarium hunc meum qualemcumque laborem in rudiorum cessurum commodum, quorum potissimum causa susceptus ac hucusque deductus est ; Torum vero hoc laboris, studij, industrię, vtilitatis nomini tuo (vir Iuriconsultissime) dicarum volui. Cum vt certum aliquod tui in me amoris, meęq; vicissim in honorem tuum debitę gratitudinis & obseruantię testimonium extaret. Tum vero vt lucubrationes istas tibi qui de Huiusmodi contractibus & instrumentis indies singulari tua prudentia qua plurimis antecellis potes, & pro summa Iusticia, qua nulli secundus es, soletter & æque iudicare soles, censendas subijcerem. Illud igitur ad extremum pro summa mea in honorem tuum obseruantia, fide, studio, officio, pietate maiorem in modum oro atque etiam obsecro vt hos meos in Symbolæographiam Commentarios tuo nomini consecratos pro solita tua in omnes iurisprudentię verè studiosos pietate benignissimè accipere digneris, & tuo etiam patrociniō tuearis. Deus opt, max, te ad iuris illustrationem, ad Anglicanę Reipub. salutem, ad verę religionis propagationem, deniq; ad preclarissimi nominis tui perpetuam memoriam quam diutissime conferuet incolumem, Rotheramię in agro Eboracensi posttridie Nonas Iunij, Anno salutis humano generi restitutę. 1590.

Honoris tui Studiofissimus:

VWilhelmus West.

*Manuscriptus homo dandus solum q. me.*  
*Anno salutis humani generi restitutę*

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*These notes make up a part  
not yet allowed in the first part*

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*Symbolography.*

¶ Of Instruments and  
their definition.



Inasmuch as (by the fauour of Almighty God) we are determined to untreat of the description of instruments: and this worde Instrument signifying diuerse thinges hath of ancient writers bene sometimes vsed for one thing, and sometimes for another, least at the be- rie first entring into this discourse we should wander incertainly not know- ing whither: it seemeth verie necessarie here to unfold the ma- nifold significacions thereof, and to shew in what sense we take it in this place; that so vnderstanding what goals we runne to- wards we may take the nearest and best waye to the same. (B) An instrument therefore, in Latin Instrumentum, in Greke, ἰσχυρίον, in Hebrew חֵלִי, signifieth generallie whatsoeuer toile or other thinge that serueth to helpe or further one in ma- king or doing of any act or thing: so we terme weapons, wea- pons and all other ordinaunces and furniture vsed in wars In- strumenta belli: spades, ploughes, &c. Instrumenta agriculturae: the stufte, furniture, or stocke of a house Instrumenta domus. (C) It is also sometimes taken for that whereby a man is in- structed or taught any thing: In which sense the old & new testa- ment be called the old and new instruments, because they teach what ought to be done and omitted: (D) And sometimes it sig- nifieth a monument, remembrance, signe, token, record, register, testimonie, chronicle, historie, monument, or kalender in wri- ting of thinges done, which the Hebrews call אֵרָחָב and Cherab; scriptura, which is euery writing. (E) It signifieth the writings of covenants and contracts, &c. consociatio of consociatio, which is the mingling together of deliberations and performes contractus. (F) Wherefore in this treatise we begin an instru- ment a formal writing, rightlie ordered and made in paper or parchment containing those thinges that be covenanted or contracted betwene persons for testimonie of memories sake, as Indentures, obligations, &c. (G) Let vs then weigh euery part of this definition. First we saie it is a formal writinge, by

¶ I.

which

*How craft is shown, not by, argument and a bit*  
*Quid est qd in hoc nomine significatur?*



which we distinguish it from ordinarie letters, priuate notes, reckonings and remembrances made by any for his owne priuate vse of memorie and from all bookes of arts, histories, diuinitie, philosophie and such like. I saie further in paper or parchment, for that that before the inuention of paper or parchment men vled to write sometimes vpon boards rubbd ouer with wax, sometimes vpon stones, sometimes vpon ycttall & sometimes vpon the barks or rindes of trees. And sometimes at this day in tables or vpon tallics, none of all which kindes of writings we heer meane but onlie such as are in paper or parchment. (H) That which followeth in the definition, saieing that an instrument comprehendeth things couenanted or contracted vpon, setteth before our eies what the verie matter is, wherof such instruments must make relation: namely of agreements and contracts, and not of dialoges and bare speeches or communications. (I) The word Persons heere pointeth to the efficient cause of these couenants and contracts, (K) The rest whiche ensueth teacheth vs the verie finall cause why such instruments were first deuised, that is, to the end the things therein comprised might both more certeinlie be kept in memorie and more easilie to be proued. For now there needeth none other proufe but onlie of the instrument, which being proued the contract therein contained must needes be confesse d to be true. (L) wherefore Συμβολαγραφία being a word compounded of συμβολαιον an instrument, and γραφή writing or description, may well as I thinke be defined the art or cunning of right forming & making of instruments concerning couenants and contracts. (M) wherby it manifestlie appareth that at the first godke wile men (seeing the slipperinesse and weakenesse of the memorie of men which oftentimes through vaine affections and multitude of affaires and businesses dw in shorthe time verie easilie forget those good things which with great care and diligence they in long time committed to the custodie of so vntrustie a tresorour (memorie I meane) which before Adams trespass was like a most strong and sure castie, tower, or storehouse, safelie keeping all knowledge, wisdom and vnderstanding to hir committed: but now by meanes of his sinne (wherof we his offspring are by nature all guiltie) is become like to a sillie ruinous cottage so sore shaken and rent in peices with winde and tempests, that it hath now neither whole doore, window, wall nor ruse left, wherby thinges may therein be in safetie,) inuented first these instruments to the end that by meanes thereof such couenantes and contracts as were concluded amongst men might not only be freed from the consuming canker of obliuion, the mother of all ignorance and erroz, and so be continued in perpetuall memorie: but also grow to be of more credit and estimation amongst men

# Se<sup>c</sup>t. 2. Symbolæography. Lib. 1.

being ordeite described, and by reason of the shortnesse of mans life as Bracton saith Lib. 2. cap. 16. Se<sup>c</sup>t. 1. *Et sunt aliquando donationes in scriptis suis in chartis ad perpetuam memoriam propter breuem hominum vitam, et ut facilius probari possit donatio. Et tamen nihilominus vales, licet scriptura non interueneris dum tamen alia habeas probationes.* (N) Having thus set downe our mind in what sense we take an instrument in this booke, and to what end they were inuented and be yet in vse with vs, and also what Symbolæography is, it is labor worth to search a little further what persons haue vsed and ought to make the same and what their duties be in this respect: which as I thinke will somewhat further vs in this matter.

## Section. 1.

What persons may make Instruments, and what skill and qualities they ought to be adorned with.

**A** (A) Maker of instruments hath hertofore for the most part bin called a scribe, scriuener, notarie, clarke or writer: in Latin and Greeke Actuarius γραφικος or Scriba γραμματικος, Libellus or Libellio βιβλιωγραφος, or notarius σημειωγραφος, or Tabellio γραμματικος, or Scriptor συγγραφευς. None of which words seeme sufficientlie to expresse him whom here we meane. (B) For Actuarius signifieth properlie him which swiftlie writeth and reciteth acts or gesss. Scriba properlie is a writer onlie of thinges publike done by the commandement of a magistrate: Scriptor a writer of any thing: Libellus a writer or copier of bookes. (C) Notarius a publike writer taking notes of actes done: Tabellio properlie him which carieth or writeth publike writings or accounts. The signification of all which words except onlie Scriptor is too special, and Scriptor is too general, fullie to expresse him whom we define, and therefore we must either increase the signification of some of those, or restrain the generalitie of this, and so shall we haue that we seke. (D) wherefore we will terme him συμβολικος γραφευς or συμβολικος γραφικος, in Latine Scriptor Instrumentorum conuentionalium, or Notarius conuentionalis, a writer or clarke of conuentionall instruments: which is the Artist, clarke, or notarie which deuileth frameth and maketh such instrumentes of couenantes or contracts. (E) Thus much for the name; now we are likewise to consider their office and function, which albeit it may easilie be gathered by that which hath bene already declared, yet it is not amisse to heare the opinion of such approued authors as we haue concerning the same. (F) First therefore let vs examine that place of Suidas reported by Brissonius: Ταβιλλαν ο παρ γραφικου συμβολικου παροι τοις πολλοις νομικος λογικος, ε παντα επιτιλιν τα οφελι τα γραμματικα, λεγουται επι της συμβολικης επιγραφης γραμματι. Hoc est:

Basilice  
sunt 60  
libri a Le-  
one Philo-  
sopho græ-  
ce conscrip-  
ti, quibus  
continentur  
leges ab im-  
peratoribus  
promulga-  
te aut com-  
positæ.

Aristotle.

Scriba qui ciuitatis instrumenta scribens a multis legisperitis dicitur, uniuersas ciuium tabellas conficit, singulas idoneis obfigillans uiseris. **The instruments which these scriueners made were called** *γραφικά*, forensia siue publica. De quibus specialis Nouel. 44. habetur *ἡτοιμασμένα* inscripta. Et Leonis Noni: *περὶ πολιτικῶν συμβαταίων διατάξεις*. Ex qua intelligitur fuisse certum tabellionum corpus sub primicerio qui *πρωτεύων* dicebatur, a quo collegij sententia tabelliones, quique creabantur, non nisi homines fidei probæ, & scribendi loquendique peritissimi, necnon & iurisperiti qui tenerent sexaginta libros *βιβλία* & haberent imò *σφύρα*, ut ait 40. titulos Enchiridy, Cuiacus. (G) what account Cicero the prince of eloquence made of the Scriueners of his time appeareth *Actione in C. Verrem 5.* where he speaketh of the thus, Imperatores superatis hostibus optima republica gesta scribas suos annulis aureis sepe donauunt. And afterwards in the same action he questioneth thus, *Quæ pars operæ aut oportunitatis in scriba eff?* cur ei non modo merces tanta deur, sed cum eo tanta pecunie partitio fias? Ordo est honestus: quis negas? aut quid eares ad hanc rem pertinet? est uero honestus: quod eorū hominum fidei tabule publicæ periculaq; magistratū comissuntur. Et in oratione pro doma sua: *Scribe qui nobiscū in rationibus monumentisq; publicis versantur non obscurant de meis in rempublicam beneficiis suum iudicium decretumq; esse uoluerunt.* (H) And Æmilius probus in uita Eumeni ait: *Scribe officium multo esse apud Græcos honorificentius quam apud Romanos.* Nam apud nos inquis reuera, sicut sunt, mercenarij scribe existimantur, at apud illos contra inemo ad hoc munus admittitur nisi honestis natalibus fide & industria cognitus, quod necesse est eum omnium consiliariū esse participem. **By which authorities it sufficientlie appeareth that both the ancient Græcians and Romanes held the calling of Scriueners and notaries to be honest and honorable, and that the Græcians had a societie or corporation of notaries and vsed such speciall care in the election of them that they aduanced none to that dignitie but suche as were bozne of honest parents and were of good credit, eloquent in speech, expert, readie in writing and verie skilfull in their lawes: which was thought to be verie requisite for that they must be parteners and companions of the deliberations, counsels, estates and conclusions of most men.** (K) wherbyon I thinke our scriuener ought to be *εὐνομήτης* prudente & iust, that being guided pea and guarded with prudence and iustice he may run his race redilie and safelie. For Prudentia is rightlie termed *δύναμις ψυχῆς*, oculus animi, farre more excellent then the bodilie eies. For the eies of the bodie see and discern onelie corporall thinges present by their visible adiuncts, but wisedomie by the benefite of memorie, vnderstanding and foresight remembreth thinges absent, done manye yeeres ago, compareth and wateth them with thinges now present, and thereby long aforehand beholbeth as present thinges to come, without which

which a man could not line. Therfore the deuine sage saith Plato in well *ἡ ἐπιστήμη μόνον ἐνδείκνυται τῷ ἀνθρώπῳ, πρᾶξις prudentia sola dux ad bene Memnone.*  
*agendum.* For as a mason can perfect no worke without plummet and line, no more can we without wisdom our rule and guide. For of hir we haue power by consultation to search out the truth in all things to be done. By hir through perfect knowledge we iudge what ought to be done. By hir through iudgement we determine what is profitable and right. (L) But because prudence hath manie enill and unfriendlie neighbors lieng daile in waite to deströie hir, as imprudence daughter of ignorance which cannot, and sloth, which (though she could) would not suffer vs to heare and obey reason: from which two springs other two parentlike babes timoritie and wilinesse, that heddie doing all things in hurle burle without counsaile, This staied both wise and cunning but without honestie. (M) Therfore to the end prudence may more safelie passe the ambushes and pikes of hir sworn enemies, we must accompanie hir with a friendlie and faithfull companion: who for no perill will cuer shrink one haire breadth from hir so long as she taketh pleasure in hir societie. This companion is Iustice, whom for hir excellencie Plato called The perfection of the vertues, and the Greeke Poet in hir commendation singeth *Εἰς ἀρετῶν αὐτῆς ἀνδρόσυνον παῖδ' ἀρίστ' ἔστιν.*  
 Iustice is the tresorie of all the vertues. This lawyers define it a constant and perpetual wil to render vnto euery man his own right. This ioined to hir collega Prudence by moderation sharpeneth the wit of ignorance, pricketh forward sloth, bideleth timoritie and curbeth craft, and so passeth on the kinges highwaie to honestie. (N) But some perchance will saie vnto me, would you haue your scriuener indued with that perfection of wisdom and iustice which the Philosophers require in a vertuous man, or the Deuines in a good man? I answered, I wish it not to him onelie but to all men: for such iewels best adorne Christians, but bicause euery meane circumstance of anie businessse ought to inanaged and guided by the scope and end wherevnto it is directed and my drift heere is no more but to haue him wise and byright in this action which we haue in hande, and bicause I would not willingly without meed or thanks (as the prouerbe is) reape other mens corne, and because I nowe am neither in hand with Plato his common wealth nor the Persian kingdome of Zenophon, nor Tullies orator, nor sir Thomas Moore his Europa, nor Clarks courtier: being Ideas and curious conceits of wise heads fained yet neuer found, list to shewe the verie dutie of a profitable officer in our common wealth, I can be contented to leaue these fantasies to their forgers & fauorits. And the doctrine of the full perfection of those vertues to be taught by the Ethicke Philosophers and vertuous deuines, to whom



whom properlie they doe apperteine; Accounting me well apaid if my scriuener shall be guided by them so farre forth onelie as shall be needfull for the wise, discret and sincere executing of his office, namelie if he be skilfull, diligent, moderate & secret. For my purpose is not to teach him simplie as he is a man, but as he is to be a scriuener. wherein I assent to this opinion of Achilles *Ὁ χηνητα ειδως, ἐχὶ ποτὶ ειδως σπουδῆς. Qui fructuosa, non qui multa scit, sapit.* But now alas how lamentable a spectacle is it to see how farre and how dangerouslie our wryters of instruments decline from the ruled order and smooth paths of the ancient Greeks and Romans. For where they had none but honest, learned, modest, faithfull men, chosen with prouident circumspection, ours alas the while on the other side, not one of ours for the most part (for I except all godlie wise men) I say is praise worthie either for vertue, learning, modestie or credit. Will you therefore know what maner ones they be: forsooth some and that a great some parish clarks and scholre boies, so void of this skil that they can vnneth eicher wryte one word aright or make one good letter of the whole croslerow, yet on Gods name they will needes be comers of conuiances, yea and that manie times touching matters of great moiment, and to no small losse and vexation of the parties which put them in trust therewith (Q) But whether I ought in this behalfe more to blame the impudencie and ignorance of the wryter or the simplicitie and couetousnesse of the parties I stand in doubt. For I am well assured that this pestilence so infecting, yea manie times hazarding the quiet and peace of humane societie groweth partelie through the greedinesse and boldnesse of the wryters, who for small gaine without blushing, will professe and undertake to effect any thing: for *Quid non mortalia pectora cogis auri sacra fames?* and partlie from the pinching and niggardlie minds of the parties themselves, who hoping by their meanes to saue a little monie, chouse rather to bestowe what they lust of such a simple swaine, than what they should to haue their instruments well made by skilfull men in that facultie, fondlie perswading themselves that they haue here in played the parts of wise men, when indeed sometimes (and that verie often) these wise men with this couetous conceit deceiue themselves and that worthilie. (R) For by this meanes their wrytings are most commonlie so vnskilfullie made by these vnchosen and vnlearned mates, that after they be so made, they are necessarilie driuen to expende ten times more monie in seeking to refozme their errors, and preuent such mischises as they haue bene so willinglie led into, as would fullie haue contented an honest learned man to haue down them well. And yet manie times all in vaine their woundes being now festred and incurable: to whom this lenatiue may be applied.

# Sect. 3: Symbolæography. Lib. 1.

applied: Consecration bringeth nought home. (S) Therefore I will euerie one of them to take that medicine that Ouid ministered to his loueficke patient.

*Dum lices, & medici sanguis præcordia motus:*

*S; piget: in primo limine siste pedem.*

*Opprime dum noua sunt subiti mala semina morbi,*

*Et tuus incipiens ire resistas equus.*

Or this tempered by the same Phisition being of the same operation.

*Principiis obsta: sero medicina paratur*

*Cum mala per longas conualuere moras.*

(T) But if they will not take this receit in time, I leaue them to their owne diet, and so returne to my scriuener againe where I left him with prudence and iustice, to the ende we may yet more naxrelie looke vnto him. (V) yt seemeth therefore that this scriuener ought to haue perfect knowledge and vnderstanding of all things which are in any sort incident to the making of instruments, which are these: persons which make the couenants and contracts, things concerning which the contracts are to be made, and the natures and qualities of couenants and contracts and the properties of estates that shall therupon arise: the vsuall forme of all maner of instruments, and the faire and comelie writing thereof, and euerie necessarie accident and circumstance concerning euerie one of them according as vse the inuentor and perfecter of all arts and faculties teacheth: so that by his discretion, equall and indifferent dealing each one maie quietlie enioy his owne right according to the verie true sense and meaning of the parties themselves, whose meanings be the verie mothers of all lawfull couenants, against the which there is none vse of Prudence or true Justice, and so may the writer avoid the sting of an euill conscience which (if he doe otherwise) will euer remaine in his breast a witness; iudge and executioner of his thoughts and deedes, burning, cutting, lancing but neuer killing: wherfore the Greek adage is true *Ἡ συνείδησις τὸν ψυχῆν πλανῆει*. *Conscientia animum verberat*. Forasmuch as things and persons be generall affections happening in all couenants, we will first begin with things following natures order.

Sect. 3.

Of Things.

**A** (A) Thing *Res* *αἰμα* is here generallie taken for all thing but the person, and doth signifie not onelie the bodies of things but also the rights belonging to vs in the vse of the bodies of things: as waies, vse, fruits and profit which we take thereby, and things be either corporall or incorporall. (B) Things corporall be those, which of their owne nature may be felt or seene, & they be either inmoveable

# Se&.4. 5: Symboælography. Lib.1.

able or immoueable. (C) Things moueable are those which may be remoued out of one place into another, as a garmente, fruits of the earth, rents, &c. (D) Things immoueable be such things as cannot be remoued from place to place, and therefore many times they be called the things of the soile or ground as the verie ground it selfe, and such things as be so fixed therevnto that they cannot be remoued, as trees planted and houses builded vpon the same, &c. (E) There be many other partitions of things but these be sufficient for our purpose, with this caution that the scriuener haue verie speciall care of the true name and qualitie of the things whereof the contract is and of all circumstances and accidents thereof which may fullie distinguish it from all others, as whether it be Honor, manour, farme, parsonage, aduowson, office, parke, pond, warren, land, seruices, courts, liberties, rents, wardship, marriage, or what other things soeuer. These of things may suffice: now of persons.

## Se&.4.

## Of Persons.

**A**(A) Person *πρόσωπον* *Persona*, *homo*, is of Philosophers defined *Nature rationalis indiuidua substantia*. But in this place it signifieth any man, woman, or ciuill bodie communicating right. (B) And of persons some be of full age, that is xxi. yeeres old, some within age, for which cause they can make no contracts to binde them but in few cases, as for necessarie meate, drinke, apparell, teaching and nurture, &c. (C) I willingly passe ouer many subdivisions of persons according to their sundry adiuncts as little necessarie at this time. So that the writer take good heed, that every one haue his proper addition whether it be King, Prince, Duke, Marquise, Earle, Viscount, Baron, Lord, which be names of great nobilitie and honour: or he be a knight, esquire or gentleman, which for difference sake may be tearmed of lesse nobilitie: or be he a yeoman, officer, artificer, or laborer: or else an Ecclesiasticall person, as an archbishop, bishop, archdeacon, parson, vicar, &c. Or it be a corporate or ciuill bodie hauing couent and common seale, as mayors and cominaltie, bailife and burgesles, &c. to the end each may be sufficientlie distinguished from other for the auoiding of confusion and error in that respect.

## Se&.5.

## Of Couenants and Bonds.

**I**(A) Things and persons thus perused, couenants challenge the next place, which also spread farre. For as in liuing creatures bloud by the helpe of the vaines and artires is conueied and spread abroad thzough the whole bodie giuing life and nourishment to euerie speciall part and member thereof, euen so couenants and obligations are necessarie to be dis-

dispersed through the whole bodie of al manner of contracts and conueniencies paſſing as it were eſſence and vertue to the ſame, (B) wherefore we will firſt generallie in briefe ſort, ſomewhat touch the names, natures and qualities, of all manner of covenants and contracts as they are in nature, before they be committed to writing, and that done, ſet forth the ſeueral formes of all ſuch instruments as ſhall ſeeme neceſſarie to commend them to memorie. (C) A covenant therefore in Latine *Pactum* *Pactio*, *Conuentum* vel *conuentio*, is a mutuall conſent and agreement of two or more perſons in one, concerning their mutuall promiſes, of giuing or doing, or not giuing or doing of any thing. In which ſenſe a covenant is verie generall, extending to all things, of which they which deale together, doe conſent and agree to, for the contracting or ending of any bargain, matter or buſineſſe whatſoeuer. (D) For as they which are gathered and come out of diuers places into one, are ſaid *Conuenire* (that is to ſay) to come together: ſo they which out of diuers motions of the mind doe conſent into one, that is do concur and conſciend into one ſelfe ſentence and meaning are ſaide conuenire, to covenant, whether the ſame be done by worde, thing, writing or conſent. (E) For which cauſe *Pedrianus* his ſaieng is excellent, that there is no contract nor obligation which hath not in it ſelfe a covenant. For bare promiſes by worde without mutuall conſent are nothing worth. (F) And therefore in *Greke* a covenant is ſometimes called *ἑταίρια* *Confellio*, becauſe either partie confeſſeth, one ſelfe composition & agreement. (G) And ſometimes covenants with them be termed *συνδικαια*, *Pacta*: a *συνδικαια*, id eſt inter multos conuenire & communiter placere. (H) Covenants are either made vnto a daie or vpon condition, or vnder a ſpeciall maner, or with the acceſſe of perſons or things, or pure and absolute. (I) Covenants vnto a day: as *T. M.* promiſeth to giue *J. S.* a horſe at whitſontide next. (K) Covenants conditionall: as *T. M.* promiſeth to giue *J. S.* x. pound, if the king of France vanquiſh the Spaniſh king. (L) Vnder a maner, is when a thing certaine is required to be done of him to whom any thing is giuen or promiſed. As if *I* promiſe *J. B.* my ſonnes tutor ten pound, that he doe well exerciſe him in the liberall ſciences. (M) with acceſſe of perſons, as if *I* promiſe to giue a ring to *J. S.* or *T. M.* (N) with acceſſe or increaſe of things, as if *I* promiſe to giue *J. S.* a diamond or ten pound. (O) But covenants pure and absolute are without ſuſpention, by reaſon of time, condition, maner of doing, or diſtinction of perſons or things. As if *I* late ly promiſe to giue *J. S.* a nag. And this difference of covenants is of force to change the way and meane to make or diſſolve covenants and contracts. (P) For as contracts absolute be made



do forthwith binde the contractors: so contracts made tied by to time or conditionall, do not binde the parties to the performance thereof, before the date of payment come, or the condition happen. (Q) And albeit in dissolutives both things be in the bond yet the performance of either sufficeth. (R) Covenants also are either publike or private: Duplike as truces, leagues of peace and amitie concluded for the common wealths sake, of which in this treatise we set downe none examples. (S) Private covenants be such as for private affaires or businesses are accorded on amongst persons, as the contractes of buieng and selling, letting and hiring of things. (T) And euerie covenant is either nude and naked, or besitte and clothed: For this difference *Nudicatis* and *Vestimenti* pertaineth to the efficacie of the covenants. *Nudum pactum* or a bare promise is a covenant in which is nothing, for whose cause the obligation may seeme to be made but the onely agreement of the parties. (Therefore a bare promise bringeth not forth an obligation or bond, but an exception or barre, of which kind be all mere naturall obligations, as recompencings, rewardings, or requittings which the Grecians terme *aristox* and bare promises without lawfull consideration. To the performance whereof, we are not bound by the ciuill or common lawes of this realme, but by the onely bond of *amicitia*, or naturall equitie, which enjoineth vs that thankfulness must be vsed, and promises fulfilled. (V) And a covenant or promise is said to be clothed, when the thing is deliuered, or the mutuall consent of the contractors happeneth, or a sufficient instrument is thereof made: these covenants besitte do not for the most part continue in their owne names, but doe passe into the proper name of some contract, as of buieng, selling, letting, hiring, partnership, lending, leauing in another mans handes, keeping, pledging, or gaging; and other like contracts.

## Se&amp;6.

## Of Contracts.

(A) Verby it apereth  $\S$  a contract *Contractus*, *quid sit* *commercium*, is a covenant grounded upon a lawfull cause or consideration, & which bringeth forth an action. For which cause it is said to be *Utro citroq;* obligatio, as buieng, selling, &c. *vt supra*, because the buier is bound to pay the price agreed upon, and the seller the thing sold; and as in other contracts, either partie by law is bound to other to do or giue some thing, which is called an obligation. (B) Of contracts there be two kinds, for some are contracts named or certaine, and other some vnnamed or vncertaine: a contract named or certaine is such a contract as is known by a certaine speciall name, as buieng, selling, &c. (C) Of contracts named or certaine, there

there be onelie thyre kinds vsuall in Englands, of which some are made with the verie thing it selfe, some by writing, some by consent onelie: for stipulation which is made onelie with a solemne forme of questioning and answering, as giuest thou? I giue, is out of vse with vs. (D) A contract made with the thing it selfe, when the thing it selfe or act commeth to the making of the bond, that is when besides the agreement of the parties it is needfull that there should be deliuerie and acceptance of the verie thing whereof the contract is made, or of the verie act to be done, as lending, &c. (E) And contracts with the thing are of two sorts, for the one of them is tearmed a contract named, the other a contract vnnamed. (F) Of contracts with the thing named, there be two kinds, lending, and leauing in the keeping of other. (G) Lending is of two sortes, the one in which the propriety of the thing lent is altered: the other, in which onelie the vse of the thing lent is transferred. A lone altering the propriety is a contract with a thing named, whereby the thing is giuen, that of the lenders it may become his that borrowed it, and for which may be rendred vnto the lender not the selfesame thing lent, but so much of the same kind, or nature and quantitie, or goodnesse. If it were against all reason, that the borrower should repay a worse thing of the same kind then he borrowed, hauing the vse thereof free, and this lone is called in Latine, *Mutuum ab eo quod de mutuum fit*, and hath place onelie in those thinges which consist either in weight: as gold and silver, or in number, as monie: or in measure, as wheat, wine, oile, &c. and it is propriety without vsurie. (H) That lending whereby the onelie vse of the thing lent passeth, is a contract with a thing hauing a certaine name of contract, whereby the onelie vse of the thing lent, is free (that is without any price or hire) granted to the borrower for a certaine tunc. It is called in Latine *Commodatum quasi ad alterius commodum seu ad vtendum datum*. And it is propriety of such thinges as may be used without consumption or destruction, and the selfesame things restored againe, as a booke in house, a garment, &c. (I) Kind of contracts with the thing hauing names, whereby any thing is left in the keeping of another, there be two kindes, to wit; deposition and gaging of thinges. Deposition is the free deliuering of a thing vnto another to be kept and restored againe to the owner, which is of two sortes, for it is either of a thing not in controuersie; and then it is properly called *Depositio*, or of thinges litigious, and then it is tearmed *Sequestratio*. In deposition he which deliuereth the thing is called *depositor*: he with whom it is left *Depositarius*: and the thing it selfe is called *Depositum*, or *res deposita*. (K) *Sequestratio* is the deposition of a thing in controuersie with another, made by the Judge at partie, to the end it may be

restored to him that shall recover the same, in Latin Sequestratio, the thing so left is called Sequestro positum, the partie with whom it is left Sequester, a sequendo, quod deponentes fidem eius sequantur. *μνηστυνος* interuenior because he cometh as an indifferent man betwene both parties, to haue the possession of the thing, vntill the controuersie be decided. (L) A pledge, pawnt, or gage Latine pignus is that thing which is deliuered into the possession of the creditor for his securitie and assurance: he that so lea-  
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(O) Buieug Eniprio *uincit* aliquando dicitur a contractu perfectu  
 ted by consent, whereby any thing is giuen by one man vnto an  
 other for a certeine price; or monie paid or agreed to be paid, this  
 price is called *uincit*. (The originall beginning of buying and sel  
 ling dooth seeme to come from permutation and changing.) For  
 in old tyme there was no monie at all, neither was there one  
 thing called sware or stuffe, and another thing the price, but all  
 was called sware, and euery one according to the necessitie of  
 times and things changed unprofitable things for profitable  
 things.

profitable, when (as at many times it hapned) that one wanted that wherof another had plenty. But because it happeneth not alwaies nor easilie that when thou hast that which I desire, that I should have that which thou desirest, I matter was found out whose perpetuall estimation should by equalitie remove the difficulties of permutation: which matter being coined with a publike forme, sheweth his vse and souereigntie, not so much by reason of his substance as his quantitie or value which we call monie, neither are nowe busly the thinges called wares, but the one the price: buieng differeth from permutation thus: first in buieng a thing is giuen for monie, in changinge one thing is giuen for another, as an oxe for a horse: Englishe monie for Spanish monie: secondlie in buieng, the obligation springeth of the sole covenant: in permutation, by the onelie deliuerie of the thing changed. Thirdlie in that the vendoz is bound to deliuer only the possession, in this the proprietie of the thing passeth. Fourthlie that may consist in the deliuerie of the thing aliened, but so may not this. Some other differences there be, but these may suffice for this time. (P) Selling venditio *per ali*, the verie act of selling is so common that it needeth no further declaration.

(Q) Letting Locatio is a contract, whereby any thing is giuen to be vsed or any worke to be made, & taking or hiring conductio, is a contract whereby is taken any thing to be vsed, or worke to be wrought for certeine wages or rent, as takinge of lands & other things by lease, or hiring of seruants or artificers.

(R) Lessing Dimissio *causarum*, *infructus*, seemeth to be a contract or incane betwene letting and selling, which is a contract whereby the things of the soile or ground, and not the soile it self are letten for a certeine pension or rent, to be tilled for time certeine or indefinite, so that the taker thereof hath the vse but not the proprietie therof, as to plow, sow, plant & reape, but not to sell the soile.

(S) Fellowship or partnership, *societas*, is a contract with two or mo to confer and mingle the things or labour together, that they may have common hope of gaine and beare losse together: of wh ch sort we may reade all manner of coparceners, iointenants, and tenants in common, &c.

(T) Commandement mandatum, is a contract, when one being requested withinghis of his owne accord, doth without compulsion or recompence, take in hand to see an others business. Whereunto may be reduced any such grant to attornies and others, for the dispatching of other mens affaires, &c.

(V) Marriage Nuptia, *coniugium*, *matrimonium*, is a continuation of man and woman, concerning an inseparable societie and fellowship of their life. This societie of man and wife was



first ordeined by God in paradise for their mutuall consolation, for the increas of mankind, and auoiding of sinne, 2, Gen. 15.

(X) Giuing of gift donatio, *donatio* is of two sorts, pure and condicionall: a pure donation is the giuing of any thing to another of mere liberalitie, so that it may straight waie be his that receiueth it, and by no meanes returne againe to the donoz, and this is properlie called a donation.

(Y) Like vnto those that are commanded by others, same they to be, which by a certoine agreement take in hand and doe other mens busineses: as stewards, bailifes, ouersers, and gouernors, saying that those doe it after a sort for their owne gainc, and these freele.

(Z) Arbitrement or award also may here be touched, which in Latine is called Arbitriū or transactio, which is the sentence, iudgement, or decre of arbitrators or of thumpere, when the parties to a sute depending or which may be commenced, doe by present consent refer and submit themselves to the iudgement of one or more, giuing them thereby power to decide the same according to their wils and discretions.

(Aa) Donation or giuing condicionall, is when any thinge is giuen vpon any condition precedent or subsequent to the operation of the gift: but Donatio is not properlie called a contract, for that that albeit there be mutuall consent of the giuer and taker, yet is there not therein a mutuall obligation, which is in all mercinarie contracts; wherefore it seemeth more fitte to be referred to the manners of obtaining of proprietie in thinges. Not much unlike to these gifts are those, which are made in testaments, called Legata, legacies, saying that there is not therein a mutuall consent of the testator or legator, and of the legatarie. Many subdivisions there be, almost of eache of these contracts by consent, but these onlie may be accounted sufficient for the matter we haue now in hand.

(Bb) Such therefore are contracts named: now let vs see those that be named, which be true ciuill contracts being compared to the example of ciuill named contracts, which they counterfeite; and so a contract named is when the couenant or agreement is obligatorie, because it is grounded vpon a cause, but yet wanteth a certoine and speciall name of contract in law, and is now commonly called with vs permutacion, or an action vpon the case; the couenants whereof are sount for the most part to be dissolved by these words: *I give this that thou shalt give or do that; or I do this that thou shalt give or do that.* And such contracts are termed contracts named, not because they are altogether without any names, but because those appellations which they beare, be so general that they cannot agree with any one case alone they being so incertaine by reason

of the varietie of things and incertaintie of the damages there-  
by demanded and therefore the nature and reason of such main-  
telle contracts is diligentlie to be regarded and knowne, for it  
furthereth much to the right framing of instruments thowolie  
to see and discern the force of euerie contract. Some other im-  
proper contracts and obligations growing Ex maleficio, pro-  
perlie and improperlie there be, which I omit: partly least I  
should seeme tedious, but speciallie, because we shall haue small  
vse thereof in this treatise. Contracts being thus declared, es-  
tates be incident, as certaine limits or bounds, within which  
they must be impleed, it is now time something to speake therof.

Se&t. 7.

Estates.

**E**state Status *status est dominii dictum propri-*  
etas *dictum*, is that right and power whereby we haue the  
propertie or possession of things: that is, whereby we be  
owners or possidors thereof. All estates be either vniuersall or  
particular: an vniuersall estate is an estate in fee simple, which  
is, when a man hath lands or other things inheritable, to him  
and his heires for euer: so that thereby it is percale his owne,  
and therefore we call it vniuersall, because it comprehendeth in  
it selfe all other estates. (C) A perticular estate is euerie estate  
which is not so vniuersall, and may also be saide to be of two  
sorts, that is a perticular estate of inheritance and of a terme.  
(D) A perticular estate of inheritance, is an estate taile or lim-  
ited: that is an estate expressing in certaine, whose issue and  
of what sexe shall inherit the same, and it is generall or speciall.  
(E) A generall estate taile or limited, is when the estate lim-  
ited expresseth not betweene whom the issue inheritable must be  
engendred: as if the gift or conueiance be to a man and the heire  
or heires males or heires females of his bodie lawfullie begot-  
ten, not naming vpon what woman: Or to a woman and to the  
heire or heires male or heires female of hir bodie lawfullie begot-  
ten, not naming the man by whom it shoulde be begotten; in  
which case, euerie heire of their bodie lawfullie begotten may  
inherit, by what wife or husband soeuer. Or shortly thus: an  
estate in generall taile is, by which any issue of the donor a bodie  
lawfullie begotten may inherit. (F) An estate taile speciall  
is when it is certeinlie set downe betweene whom the issue in-  
heritable shall be engendred: as if the conueiance were made to  
a man and a woman and the heires of their two bodie lawfully  
begotten: or to a man and the issue which he shall begette vpon  
the bodie of A. D. Now may none issue take any benefit by that  
conueiance but such onely as are betweene them two lawfullie  
begotten: and this manner of estate is properlie called a speciall  
estate taile: but if either of them die before they haue such is-  
sue

due betwene them, then the partie surmounting is vnpproperlie called a tenant in taile, and therefore for destination take we terme such surmounting tenant in taile after possibilitie of issue extinct. (G) A particular estate which is but only a terme, is an estate determinable by limitation of time, and it is of two sorts; namelie an estate of franktenement or a chatell. (H) An estate of franktenement, is where a man hath the freehold of the land and it is either an estate of franktenement created by the operation of the law, or by the act of the parties. (I) An estate of franktenement created by the operation of the lawe, is either by the common law, or by statute. An estate of franktenement, by the common law, is either dower, or by the curtesie of England. An estate in dower is, where the wife is endow'd of the third part of such lands as hir husband had any such estate of inheritance in, as the issue which by possibilitie he might haue had by him might by possibilitie haue inherited the same land of the same estate. For dower Ex assensu patris ad hostium ecclesie, & de la pluis be al, be sildome used at this day: therefore I omit them. (K) An estate of franktenement by the curtesie, is an estate for the tearme of life of the husband in all his wiues lands whome he surmount, hauing had issue by hir bozne aliue, which might by possibilitie if it had liued haue had & inherited the same lands of such estate as the mother therein had, during the couerture. (L) An estate of franktenement by statute is, either by vertue of a bond knowledged according to a statute, or by reason of some execution. (M) A franktenement by statute is either by vertue of a statute staple, or of a statute marchant. (N) A franktenement by vertue of an execution is, either by reason of some iudgment in some of his maiesties courts of record: or else by reason of some recognisance, it is when the mottie of the recognizors lands be deliuered to the recognizee to hold to him as his freehold till his debt be paid. But these estates of freehold growing thus by statute, are not properlie but vnpproperlie termed freeholde. (O) An estate of franktenement growing by the act of the parties, is an estate for the terme of a mans owne life, or for terme of another mans life. For the terme of a mans owne life, as if lands be leised to any man to haue and to hold to him during his life (P) An estate of franktenement for anothers life is, when lands be assured to him for the life of J. C. or any other than the lessee himselfe. (Q) A perticular estate which is onely a chatell, is either certeine or incerteine, and it groweth either by the act of the parties or by the law. (R) By the act of the parties is a lease for the tearme of certeine yeeres, hauing a certeine limitation when it shall begin and when it shall end or determine, as if lands be leased to J. C. to haue and to hold to him and his assignes from such a daie, naming some day certeine, past, present

## Se<sup>c</sup>t. 8. Symbolæography. Lib. 1.

or to come for xxl. years, or any other certaine number of years agreed vpon betwene the lessoz and the lessee. (S) Perticular estate certaine growing by law is that estate which the Gar-  
dia hath in his wards lands, which is during his nonage. (T) A perticular estate incertaine, is an estate at will. (T) An estate at will is where the lessoz graunteh his lands or other thinges to the lessee to haue and to hold to him, at the will of the lessoz. (W) And it is to be remembzed that estates may be in possession and out of possession. In possession, is in law or in deed. A possession in law is when the law onlie is the efficient cause thereof, and it is either by common law, or by statute. By common law as if the father or other ancestoz die seased of lands, the law ca-  
steth the possession in law vpon the heire before his entre by force whereof he is tenant to euerie mans praece: by statute is, that possession which celsy que vse, in lands limited to him in vse 27. H. 8. cap. before his actuall entre into the same. An actuall pos-  
session or a possession in deed, is when the owner entred into the same in deed. An estate out of possession is of two sorts, to wit: remainder, and in reuerision. (Y) An estate out of pos-  
session in remainder is, when a partion is granted to one man the remainder to another at the same time by one deed, as if A grant be made of lands for years, life, or in taile, the remainder to B. the reuerision to C. A. for life, years, in taile or in fee. (Y) A reuerision is such an estate depending vpon like perticu-  
lar estate, but not being created all at one time, by one deed: as if A. seased of lands in fee, grant the same to C. A. for years life or in taile, and that which after such particular remaineth in the grantor is a reuerision. Also euerie estate is either ex-  
ecuted maintenan, or executorie by limitation of vse, which be-  
steth in possession by vertue of the statute of 27. H. 8. And lastly, euerie estate is either absolute or condicionall. Thus much for the disclosing of the natures and differences of estates.

### Section. 8.

How in Symbolæography some other things may be handled.

**B**ut heere happilie some will say vnto me in handling these things which are properlie to be taught in iuril-  
prudencia. In your Symbolæography where you ought only to intreat of the formes and fashions of in-  
struments, you perillouslie violate that most iust law of the com-  
monwealth of arts, termed of Aristotle *καθ' αὐτὴν*: the sense where-  
of is, that the rules of euerie art must be essentiall, expre-  
ssing the verie essence and nature thereof, and that nothing being of an-  
other nature or kind or disagreeing there from must be therein  
taught. I acknowledge that law to be most iust, and consule



that if my writings be examined by the rigor thereof, mine offence must needs appere. And therefore I appeale to equitie, which I trust the circumstances considered, will either cleare me of this trespassse, or at the least deme me pardonable for the same. For I doe not heere handle these thinges as essentiall in Symbolæography, but as necessarie accidents therof: without whose knowledge (howsoever it be termed) she cannot attaine her soueraigne good: namelie, the perfect description of instruments. For as a tailor before he shape or make a garment for any man, must needs first take the true measure of his bodie in all dimensions, as length, widenesse, &c: by reason of the great differences that be in the proportions and statures of mens bodies: even so it is meet that a Symbolæographer before he drawe any instrument, first knowe the true proportion of the contract, by reason of the wonderfull differences of mens minds and agreements. Therefore as the tailor for his art dooth only regard the bodilie statures superficially, nothing regarding the anatomie of his inward parts, leauing the farther consideration thereof to physicians, to whom it properlie belongeth: so we in this treatise *ταύτης* anatomise persons, thinges, contracts and estates, leauing the full insight thereof to sage lawyers, whose peculiar patrimonie it is, *quatenus res aut persona in iuris aut iniuriæ actionem incidunt, que considerare quatenus sunt physici est.* For the verie nature of man is one waie regarded by Plato a philosopher, another waie by Hypocrates a physician. And forsomuch as in this commonwealth of Symbolæography they be strangers, their intermeddling must be accordinglie. For we will suffer them so long onlie to inioy the libertie of this soile: as they shall be quiet and profitable, helping to better the estate of this commonwealth, but on the other side if they once become seditious or troublesome endeuoring the hurt or trouble thereof we will banish them from hence. For as no commonwealth dooth consist onlie of naturall and home borne subjects, but hath in it oftentimes many strangers, and yet is not thereby either weakened or disturbed, but rather strengthened and adozned: if they be neither exceeding many in number, nor by nature factious and ouerbusie with matters of estate: so in arts besides the essentiall precepts thereof, may sometimes be tolerated forreine doctrine requisite for the easier vnderstanding thereof, being vled with moderation. For although arts in nature be distinctlie separated, yet in life they must needs be linked and conioyned, wherefore we presumed here this rightlie to touche these be matters. And now according to our promise made in the first chapter of this booke, let vs search further into the natures and circumstances of instruments themselves, the speciall matter we haue now in hand.

Sect. 9. Of the deuisions of Instruments.

**I**nthermore of writings which of themselves beget obligations or bonds, be two kinds: for some be Constitutive, testifying a debt or duty to be contracted, and such writings are called *συγγραμματα* Conscriptiões, canones, or *συγγραμματα* or *συγγραμματα*, id est Scripto canere, & be writings made vnder the proper hands of the parties to a contract, for the credit thereof which we commonlie call a deed: as a bill of ones hand, an obligation, &c. And some are remissorie or liberatorie, testifying the debt, dutie, or cōuenant to be paid or performed, & they be termed *απογραμματα* or *απογραμματα*, which signifieth to receiue: and they be writings whereby the creditors testifie that they haue receiued the mony due vnto them, and thereof acquite their debtors, which we call an acquittance or release: as contrariwise *απογραμματα* signifieth an obligation, which is a writing whereby the debtor confesseth the debt to his creditor, or bindeth himselfe vnto him. Of both which we will geue plentie of examples hereafter. (A) Those instrumentes therfore which we doe nowe dispute of, wherein all the said contracts may be touched and comprehended, are either publike or priuate. (B) A publike instrument is a writing, whose authoritie is such, that for the maner in which it is made according to lawe and custome, it meriteth publike credit euen of all men, as a thing which is rightlie and lawfully done. As all charters, the M. Maistries charters vnder the great seale, or the seale of any of hir highnesse other courts, and matters of recorde inrolled in any of hir Maistries courts of record. (C) These publike instrumentes haue none other proofe or testimonie. But this is a priuate instrument, which consisteth only vpon the authoritie of the contractors. Also instrumentes or charters are charters of the Queene or of a common person. And of common persons, be either of such as haue naturall capacitie, as euerie large subiect hath by his natiuitie, or strangers bozne by naturalizing or making denizens: or else of such as haue ciuill capacities, as a maior and communaltie, bailife and burgesles, parson, vicar, &c: and corporations corporate. Of all which examples shall appeere in their places. Againe, an instrument is either sealed and deliuered, or not sealed and deliuered. An instrumente sealed and deliuered is, either polled or indented. A polled deed is, a deed testifying that onelie the one of the parties to the same, hath put his seale therevnto, after the maner following: Sciant presentes & futuri quod ego W. de R. in com. C. generosus dedi, concessi & hac presentis charta mea confirm. T. D. de S in eodē com. ar. vnum mesuagium & viginti acras terre cum pertin in R. prædicta. Habend. & tenend. ten. prædictum cum pertin. prefato T. D. hered. & assign. suis imperp. ad solū & propriū opus & vsum eiusd. T. D. hered.

red. & affuor. in perpet. Tenend. de capital. domin. feod. illius per  
seruitia inde prius debita & de iure consuet. Et ego vero prefat.  
W. W. & heredes mei ten. predictum cum pertinen. prefato  
T. D. hered. & assignat suis contra omnes homines warrantiza-  
bimus & imperpetuum defendemus per presentes: In cuius rei  
testimonium huic presenti charte meæ sigillum meum apposui.  
Datum xx. die Ianuarij Anno regni Dominæ nostræ Eliz. dei  
gratia Anglie, Francie & Hibernie Regine fidei defensoris, &c.  
xxxii. An. Dom. 1589. These deedes polled are also termed char-  
tes priuata & simplices, because there is onlie one parte thereof  
which ought to remaine with the granteer, donee, fessor, leassee,  
&c. ¶ Beginning the same thus, Omnibus Christi fidelibus ad  
quos presentes litere peruenerint W. W. &c, salutem in domino  
sempiternam, Sciatis me prefatum W. W. &c. ¶ thus Patcat  
vniuersis per presentes me W. W. dedisse, &c. ¶ thus Omni-  
bus Christi fidelibus presentes literas inspecturis. ¶ thus by a  
Nobleman, placing his name with all his title of honor at the  
beginning thereof. Prenobilis Georgius Comes Salop. dominus  
Furniwall verdon & Srrange de Blackmere dominus Lustoft, Com-  
mes Marescallus Angliæ nobilis equestris ordinis Gartherij so-  
dalis regiarq; Maiestati a sacris consilijs &c, salutem, &c, Sciatis  
me prefatum Comitum &c and the like of others, &c. ¶ thus,  
Christianis vniuers. pref. scriptū inspecturis siue auditur. &c. ¶  
thus, hæc billa testat. quod, &c. ¶ thus by a corporation. Nou.  
vniuer. per present. nos Robert. Izor maiorē burgi. de Donc.  
& cōmunitatē eiusdem burgi ex vnamini nost. cōscēsu & assensu  
dedisse, &c. ¶ by the Quene or by any other R. or prince thus:  
Elizab. dei gracia Anglie, Francie & Hib. regina fidei defensoris, &c.  
Omnibus ad quos present. litere nost. peruen. salutē, sciatis nos  
or sciatis quod nos &c. ¶ thus, Eliz. &c. Archiepisc. episc. duci-  
bus, Comitibus, barōibus, militibus, &c. Sciat. quod nos, &c. ¶  
thus: Regina vniuer. & singulis iusticiar. & custod. forestar. ma-  
iorib. coronatoribus, escheator. vicecomit. forestarijs, custodibus  
pacis venditorb. victual. & cariag. ac omniū aliarū rerū quarum-  
cunque pro expensis hospicij nostri, constabular. balliuis, officia.  
ministris & cōnibus subditis nost. quibuscunq; tam infra libertat.  
quā extra ad quos &c, Sciatis &c. And in many other like forms  
according to the qualitie of the person to whom his Highnes pa-  
tents are directed. In which who so desireth to be further instru-  
cted, may plentifully be satisfied by perusing of the register, &c.  
And the sealing of the M. letters patents are commonlie con-  
cluded with these or the like wordes, (viz) In cuius rei testi-  
monium has literas nostras fieri fecimus patentes Teste me ipsa  
apud Westm. tertio die Martij anno regni nostri xxxii. And the  
enrolling of a deed by a corporation thus: In cuius rei testimo-  
nium sigillum nostrum commune presentibus apposuiamus Da-

rum in Guahalda Burgi predicti, &c.

Se<sup>ct</sup>. 10. Of Deedes indented.

**A** Deed indented is a deed consisting of two parts or moze, in wh<sup>ch</sup> it is expressed  $\frac{1}{2}$  the parties to the same de<sup>de</sup>, h<sup>ow</sup>me to euerie part therof enterchangable or scuerallie set their severall seales. Of de<sup>de</sup>s indented Bracton hath these words (viz) *Aliquando facit quos scripturam sibi ipsi & alii, & contra se & pro se, que communis est, & dicitur charta cyrographata que seinditur per medium ut una pars inde remaneat uni partium & altera alteri.* And they are most comunlie made in this forme, (viz) Hæc Indentura facta inter A. B. de C. in com. Ebor. H. ex vna parte & E. F. de G. in com. H. Y. ex altera parte Testatur quod predict. A. B. dedit concessit & hac presenti charta indentata confirmavit prefato E. F. & hered. suis xx. acras terre, &c. Habéd. &c. In cuius rei testimonium partes predictæ sigilla sua presentibus alternatim apposuerunt Datum, &c. or thus: In cuius rei testimon. vni parti huius p. sentis indenture penes prefatum E. F. remanent. predict. A. B. sigillum suum apposuit alteri vero parti eiusdem indenture penes prefatum A. B. remanent. prefat. E. F. sigillum suum apposuit Datum xx. die Ianuarij, Anno, &c. Or the date thereof may be put in the begining of the de<sup>de</sup> thus: Hæc indentura facta xx. die Ianuarij anno Regni, &c. Inter A. B. &c. & C. D. &c. testatur, &c. These de<sup>de</sup>s indented or indentures and de<sup>de</sup>s poll, may be made in the first person also, but are most vsuallie made in the third person, and de<sup>de</sup>s indented in the first person be of this forme: Omnibus Christi fidelibus ad quos hoc presens scriptum or presens charta or presentes litere indentate peruenerint A. B. de &c. salutem in domino sen. piter. nam &c. Sciatis me prefatum A. B. dedisse concessisse & hac presenti charta mea indent. confirmasse C. D. &c. xx. acras terre, &c. Habend. & tenend, &c. vel sic Sciatis presentes & futuri, &c. vel nouerint vniuersi per presentes &c. vel pateat vniuersis, &c. quod ego A. B. de &c. dedi concessi & hoc presenti scripto meo indentato confirmaui C. D. xx. acras terre &c. Habéd, &c. In cuius rei testimonium tam ego prefatus A. B. quam prefat. C. D. his indenturis sigilla nostra alternatim apposuimus datum, &c. vel sic in cuius rei testimonium vni parti huius presentis Indenture sigillum meum apposui alteri vero parti eiusdem indenture prefatus C. D. sigillum suum apposuit Datum, &c. And both parts of such de<sup>de</sup>s indented be the de<sup>de</sup>s of both the parties to the same: and euerie part of such indentures is the de<sup>de</sup> of either of the said parties, and ech part is of as much force and effect alone, and as beneficiall to either of the saide parties, as both parts thereof together. These de<sup>de</sup>s indented are not onelis bypartite as these abou<sup>e</sup> mentioned, but also may be made tripartite, that is of thre parties, or quadripartite, quiquepartite,



or of as many partes as shall be needfull in forme abovesaid, Mutatis mutandis, &c. as by sundry examples in this present discourse may appere. And these da be indented or indentures are most commonly indented or cut one of them into another. But the cutting of them in that maner onlie dooth not suffice to make them deedes indented, nor the calling of them so by the parties, if the putting too of the scales in forme abovesaid be not therein expressed. Thus much generally for the severall formes of da be,

## Section. II.

The exposition of the parts of a deed, with  
*instructions meet to be regarded in*  
the making thereof.



De formes of deedes single and indented being thus described, let us consider throughlie of the wordes and verie contents thereof, that thereby we may obtaine some generall notions of the order of making of the same, for the avoiding of obvious tautologie. The wordes be such quod ego (talis) dedi concessi & confirmaui C. D. tantum terræ vel aliam rem certam cum pertinent. in tali villa & com. by which wordes it appereth that the person of him which maketh the deed, and of him to whome the deed must be made ought to be certaine, and so limited with necessarie additions of place, degree or misterie, that they may sufficientlie be distinguished from all other persons of the same name. And also that the thing which must be granted, must be certaine, expressing the name, the towne, countie, quantitie, qualitie, and place where it is, butting it at the ends, and bounding it at the sides, and expressing in whole tenure or occupation the same is, &c. And in lateng dedi, the grantor meaneth that the grantee shall haue the property of the thing granted, & in adding concessi, he sheweth as it were his full consente to the transferring of the vse, and confirmaui argueth that he dooth ratifie and strengthen the gift, by annexing of his seale to the charter. For the etimologie of the word Confirmare, idem est quod prius firmum fuit simul firmare, And where in some deedes be these wordes: Pro & in consideratione talis rei, expressing the certaintie thereof. It is intended that it is convenient that the verie true cause for which euery grant is made, be therein expressed, in lateng Hæd. & tened. predicti tali persone & heredi suis, is expressed what estate in the thing granted the grantee shall haue. Reddendo, sheweth what certaine service, rent, or other thing the grantee his heires or assignes must doo and pay for the things which he so receiveth, & tenend. de capitalibus dominis, &c. : expresseth that the grantee must now hold as his grantor

grantor held the same land. And by the words of warrantie the grantor bindeth himselfe and his heires to warrant and defend the possession of the thing giuen. As also the words, In cuius rei testimonium sigillum, &c. are added for the further credite of the deed. Within besides of old time and now after the end of the same be commonlie written these words or the like in meaninge seilicet, his testibus or Sigillat. & deliberat in presentia I. D. C. T. &c. By which it appereth that witneses and that iust and sub-  
stantiall men were wonte to be called to heare the writings read, and to see the sealing and deliuerie thereof in their presens. Which was commonlie done in some court, as in the Countie court, hundred, court baron or such publike place, in some great assemble of people with great solemnitie: which sameth verie requisite for the better credit and proofe of the same to be done bona fide and without feare. By all which a man may verie casilie perceiue, that whosoener will indee be a right maker of instru-  
ments, ought before he take pen in hand to draw any of them, to haue careful consideration of these thinges ensuing. First what manner of deed they will haue, indented or single. Then who be the parties to the same, both agent and patient: then the consideration of the grant: that done, what thing must be granted by the same, and whether an entier thing, or only a part thereof, or the whole with some exception. And also whether the deed be maketh, must recite or refer to any former or future deed, and then what consideration is payed or down for the same, and what estate must be created by it: as for, for terme, for life, in frankmariage, for yeeres, or at will. If for yeeres, then howe many yeeres, and when they shall begin: then to whose & what uses, and vpon what conuincances or conditions. Then what sute, seruice, rent, homage, or other thinges shall be giuen or payed for the same: and when and where, and what meanes the grantor shall haue to obtaine the same: As a clause of distresse, nomine pene, &c. &c. Then of whome and how the Tenements granted be holden: if things inheritable passe, and how they be charged: as with rents, tallies, waies, commons, mines estovers, &c. What warrantie generall or speciall, or with exception of some persons, or against certeine persons onelie: and what bonds or covenants are to be made on either side: as that the grantor is owner and hath power to grant for deliuerie of writings touching donations in case of males, of further assurance, &c. of saving the persons granted harmeles, to pay his rent, for payment of cheefe rents: and euerie other covenant necessarie for the thing in hand, respecting in euerie of them the circumstances of time, place, person, thing, manner of doing, cause, exception, condicion, according to the verie agreement of both the said parties: which thinges must be curiously inquired of

of and learned amongst them. The negotiating whereof hath  
 oftentimes byed much dissention amongst men, contrary to their  
 true meanings, whose agreements ought chiefly to be aimed at  
 in this action as the onlie goale or marke whereunto the writer  
 should direct all his cogitations and doings precise with a  
 good conscience without partialitie. These considerations being  
 duellie obserued, the same deed or instrument must be drawne  
 in forme accordinglye, after some of the presidents ensuing, as  
 the nature and qualitie of the cause shall require: as a troffment,  
 grant, release, confirmation, assignement, surrender, bond, &c.  
 And when this draught is throughtlie examined, perused, and  
 fullie agreed vpon by all the parties to the same, it must be faire  
 written or ingrossed in paper or parchment, without blotting,  
 racing, or interlining, and warelie examined twise or thise: if  
 any thing therein happen to be omitted, added or mistaken. And  
 after such ha dfull examination thereof so had, it must be sub-  
 scribed by the parties, and sealed with good wax, and deliuered  
 as the act and deed of the parte or parties to the same, by them-  
 selues or by their attorneys sufficientlie authorised for  
 that purpose, in the presence of diuers sub-  
 stantiall witnesses, which may  
 proue the same, if need  
 require,



(A)



OR so much as Couenants are inserted into all maner of Instruments, I think it good first to shew examples thereof hauing defined what maner of Instruments they be: An Instrument of Couenants therfore is a formall dede conteyning an agreement of dy-

uerse persons, whereby the one doth promise or couenant with the other to do or omitt some act or actes, thinge or things in such sort as they haue concluded thereof amongst themselves, and they are most commonly made with these words following, or the like in effect.

The words wherewith couenants  
bee made or written.

(B) THIS Indenture made &c. betwene A. B. of &c. on the one partie & C. D. of &c. on thother partie, Witneseth that the said A. B. for himself, his heires, executors, and administrators & euerie of them doth by these presents couenant, graunt, promise & agre to and with the said C. D. his heires, executors and administrators and euerie of them that he the said A. B. &c. expressing the thing agreed vpon by apt words &c.

Or thus beetwene two and two.

(C) Witneseth that the said A. B. & C. D. do by these presents for themselves and either of them & theirs, executors and administrators of them and of either of them and euerie of them couenant, grant, promise and agree to and with the said E. F. & G. H. and either of them & theirs, executors and administrators of them and of either of them and euerie of them that they the said A. B. & C. D. &c.

Or thus betwene three & three.

Witneseth that y<sup>e</sup> said A. B. C. D. & E. F. for themselves & euerie of them & theirs, executors, & administrators of them & euerie of them do by these presents couenant, grant

A. j.

p. 20



promise and agree to and with the said C. H. J. B. & L. P. & euerie of them and theires, executors and administrators of them & of euerie of them that if it happen &c.

Or thus by a man & his wife.

D) Witnesseth y<sup>e</sup> the said T. W. doth by these presents for himself and A. now his wife & either of them and theires executors and administrators of the said T. W. & euerie of them covenant, grant, promise and agree to and with the said W. W. his heires, executors and administrators and euerie of them, that he the said W. W. his heires, executors, administrators & assignes and euerie of them shall or may peaceably and quietly have, hold occupy and inioy one mesuage with thappurtenances in L. in the Countie of D. in the occupation of K. S. without any lawfull let or emition of any person or persons whatsoeuer, during the terme of three whole yerres next insuing the date of these presents In witnesse &c.

(E) Thus much of the vsual words whereby covenants are witten.

Sect. 13. A Couenant to pay money for curyng the stone.

A) T His Indenture made &c. betwen H. A. of &c. on the one partie & J. B. of K. &c. Whilltion on the other partie: Witnesseth y<sup>e</sup> the said H. A. doth &c. That if he the said J. B. before the eight day of J. next &c. shall at his proper costes & charges well & sufficiently cure and heale the said H. of all manner of diseases, greifs & sorances wherewith the said H. is now infected, greined or trobled in the raines, bladder or yard & in euerie of them, That then hee the said H. his executors or administrators at or before the xviii. day of December next insuinge the date hereof, that then he the said H. A. his executors or administrators shall & will well and truly pay or cause to be paid vnto the sayd J. twenty pound of lawfull &c. in the now dwelling house of the said H. &c. and deliuer vnto the said J. one obligati. on wherein the said J. and one C. K. stand jointly & severally

rally bound vnto the said H. in terme pound for the payment of five pound as thereby appeareth, to be cancelled. (B) Provided allwaies that if the sayd J. happen to apply or minister vnto the said H. for the curing of the said diseases and before they be cured any such contrarye sharp or eager medicine or matter as the said H. thinketh his nature is unable to suffer or abide, & for such cause refuse any longer to be dressed or cured by the said J. of the said infirmitie: And then the said covenant touching the payment of the said twentie pound and the deliuering of the said bond to be cancelled, and either of them shalbe utterly void. And that then the said H. shall only giue vnto the said J. so much as fower men, whereof two to be chosen by the said J. shall think the said J. worthise to haue for such paines and costes, as the said J. before such tyme of refusall shall haue taken or bin at and sustained: In witnesse whereof &c.

Sect. 14.

Covenants betwene Executors  
where the one granteth the  
goods to thother being  
bound to performe  
the will.

(A) THIS Indenture made &c. betwéen K. S. gentleman of the one partie and H. P. of the other partie witnesseth that whereas T. S. now deceased late brother of the said K. in his life time did make his last will and testament in writing, and therein made and ordeined the said K. & J. then wife of the said T. and now wife of the said H. executors thereof, as by the said testament and last will appeareth, And where also the said H. & J. haue & enioy not only all such goodes and chatells which the sayd T. did giue & bequeath vnto the said J. but also all plate, money and all other the goods and chatells which were the said T. S. at the time of his decease: the said parties to these present Indentures bin condiscended and agreed in maner & forme following: that is to say, The said H. P. for him  
A. g. both

doth covenant and grant to and with the said R. S. his ex-  
 ecutors and administrators by these presents that he the  
 said H. and J. his wife or one of them, or the executors ad-  
 ministrators or assignes of them or of one of them shal and  
 will content and pay or cause to be payed unto the sayd R.  
 S. his exccutors, or administrators, or to the executors of y  
 suruiuoꝝ of the said executors foꝛtie pound of ꝛc. in manner  
 and foꝛme following, that is to say, Within sixe moneths  
 next after the full age of G. & H. S. sonns of the said T. S.  
 or of either of them if they or either of them shal so longe  
 lyue, or els within one yere next after the decease of the  
 suruiuoꝝ of them the said G. & H. if both the said G. & H. S.  
 shall dye before either of them shall come to and be of his  
 said full age. (B) Pꝛouided allwaies and the said H. P.  
 foꝛ him ꝛc. doth covenant ꝛc. that if the same J. now wife  
 of the said H. P. shall depart this present life before the said  
 G. and H. S. or either of them shall come and be of his said  
 full age, and that also if the said G. and H. S. or either of  
 them shall be liuing at the said time of the decease of the  
 said J. That then he the said H. P. his heires ꝛc. shall con-  
 tent and pay, or cause to be contented and payd unto the  
 said R. S. his exccutors or administrators or to the execu-  
 toꝝ of the suruiuoꝝ of the executors of the same R. S. the  
 somme of twentie pound ꝛc. within one yere next after  
 such decease of the same J. (C) And ouer this the said H.  
 P. foꝛ him ꝛc. doth covenant ꝛc. that he the said H. P. and  
 J. his wife and their assignes and euerie of them of his, her  
 and their proper costs and charges, during the mariage be-  
 twixt him the said H. and the said J. shall well and suffici-  
 ently sustaine and maintaine the howses and buildinges  
 which be set and builded vpon such customarie lands and  
 tenements in W. in the said Countie of N. as the said H.  
 P. and J. in the right of the said J. now hath and doth hold  
 foꝛ terme of the life of the said J. And that he the said H. P.  
 and J. or either of them shall doe no maner of wast in or  
 vpon the customarie lands and tenements or any parcell  
 thereof

thereof. (D) And also where the said H. P. together with J. B. of S. in the said Countie of S. gentleman & J. D. of W. aforesaid person by their writing obligatorie do stand jointly and severally bound unto the said R. S. in one hundred pounds of good ꝛc. with and upon condition thereupon indorsed for the true performance of the covenants, grants payments and agreements contained in these present Indentures on the part of the said H. P. his heires, executors, administrators and assigns or any of them to be performed, payed or kept, as by the said writing obligatorie and condition aforesaid more plainly it doth and may appeare: The said H. P. for him doth covenant and grant to and with the said R. S. his executors ꝛc. That if any two of the persons bounde in or by the said writing obligatorie, or any two of any other person or persons hereafter to be bound in or by any other writing obligatorie to be made for the same purpose shall die and depart this present life before all the covenants, grants, articles, payments and agreements in these present Indentures conteyned, shalbe well and truly performed and kept, That then the survivor of the persons bound by any such writing obligatorie shall with two other sufficient sureties within two yerres next after such departure or death as is last aforesaid, by their sufficient and lawfull writing obligatorie become jointly and severally bound to the said R. S. his executors or administrators, or to y<sup>e</sup> executors of the survivor of the executors of the said R. S. in the somme of ꝛc. with and upon condition in effect as is aforesaid remembred, and so and as often to find and lay in such bonds with such sureties as is aforesaid, as any such death or deaths, as is aforesaid, shall happen, as is afoze declared, during the said time. (E) And over this the said R. S. for him ꝛc. doth covenant and grant to and with the said H. P. ꝛc. that he the same R. S. his executors, administrators and assigns, or some one of them shall acquite, discharge and from time to time for ever save harmelesse the said H. P. and J. his wife and



either of them & al the executors, administrators & assignes  
of them and either of them against the said G. C. & H. S.  
& either of them of all and singular legacies giftes, and be-  
quests which the said T. C. their father did by his last wil &  
testament giue and bequeath to the same G. C. and H. S.  
and eyther of them. In witnesse whereof &c.

Self 15. Couenants or agreements to prosecute  
sute against Pyrates.

(A) **T**His Indenture &c. betwene Jo. B. Marchant  
stranger on thonepartie and J. M. of Mlinton in  
the Countie of Midd gentleman & one G. K. seruant to the  
said J. B. on thother partie. (B) Witnesseth that where-  
as about the xxx. yeere of the Queenes Maiesties raigne  
that now is, a certaine offence, pyracie or robbery was co-  
mitted vpon the Seas vpon the goods and marchandise of  
one Michael M. and William D. in the good ship called the  
Magdalen by diuers persons, whereof certaine for the same  
offence were executed and certaine yet remaine and stand  
indicted as by the Record of the Court of Admiraltie moze  
at large doth appeare. (C) Now therefore it is coucnated &  
agreed betwene the said parties to these presents, in maner  
& forme following. That is to say the said J. B. for him &c.  
covenanthe that he the said J. B. from time to time vpon  
the request of the said J. M. shal not onely by the authoritie  
and power to him made by the said Michael M. & W. D.  
or whatseuer otherwise, attache, imprison & prosecute in  
due order of law as the said J. M. shal direct him, all & eue-  
ry the person & persons or any of them which stand indicted  
for the sayd offence, and all and euery offender & offenders  
touching the pyracie, & there accessories and euery of them:  
but also shalbe ayding, assisting counselling and helping the  
said J. M. in all and euery act thing and detulse that the said  
J. M. shal lawfully go about touching the premises, to do,  
perpetrate or create, about, touching, or concerning the  
sayd premises, or any of them, and that the said J. B. his  
executors or assignes shal not at any time hereafter release

or otherwise discharge any of the person or persons standing indicted for the same offence, or any accessory to the said offenders, nor any offender or offenders which was at the said robbery, nor doe, perpetrate or commit or willingly suffer any thing or things to be done touching the premises or any of them, or any matter, action, agreement, or other thing touching the premises, the persons indicted for the premises, or others, concerning the said offence, without the consent wil and agreement of the said John M. and G. R. their executors, administrators or assigns first had and obtained in writing, under their hands & Seales for the same. (D) And moreover if it so be that any agreement shalbe had for the premises or any of them or otherwise howsoever by means or colour of thosentences aforesaid: the recompence, summe or summes of money or other thing upon such agreement payed and received, shalbe divided in thre equall partes, whereof one parte thereof the said John B. shall keepe and detain in his owne handes for his owne parte thereof, The seconde parte thereof hee the said John B. his executors or assigns shall pay to the said John M. his executors or assigns within solwer dayes after the receipt thereof being lawfully demanded by the said John M. his executors &c. And the third part thereof the said J. B. shall pay to the said G. R. forthwith as is aforesaid after the receipt thereof. (E) In consideration of all which premises the said John M. for him his executors and administrators couenaunteth and graunteth to and with the said J. B. his executors and assigns by these presentes that he the said J. M. his executors, administrators or assigns shall heare & discharge all costes, charges & expences that shal hereafter be disbursed payed or expended in or about the prosecuting of the premises or any of them, as the same shalbe disbursed and paid from time to time. In witness &c.

Sect. 16. Covenants to surrender copi-

holdes landes.

A. 119.

This

A) **T**His Indenture made betwene **W. M. K. S.** &c. witnesseth that the said **W. M.** in consideration of **xx. li.** &c. both for himselfe &c. covenant &c. his heires executors & administrators and euerie of them, that he the said **W.** or his heires before the feast of **E.** next insuing the date hereof shall and will according to the custome of the manor of **S.** in the said countie of **W.** surrender into the hands of the Lord of the said manor al those copyhold lands, tenements, medows, pastures and hereditaments within the Soke of **E.** afore said, now or lately in the severall tenures or occupations of **R. L. H. M. K. B. & D. C.** or of any of them, or of the assignes of them or of any of them which now be or heretofore haue bin the lands, tenements and hereditaments of the said **W. M.** or of **J. M.** his late father deceased to the use and behoofe of the said **R. S.** his heires and assignes for ever according to the custome of the said manor of **S.** (B) And that he the said **W. M.** and his heires shall and will at all and euerie time and times hereafter well and sufficient-ly do, make, knowledge, finish and execute, and cause and suffer to be done, made, knowledged, finished and executed all and euerie such further reasonable act and acts, thing and things, deuise and deuises, conueiance and conueiances, surrender and surrenders, assurance and assurances in the law of the said tenements and premisses with the appurtenances for the absolute good and perfect assurance and conueyance of all the said tenements and premisses with thap-purtenances to the said **R.** his heires and assignes for ever according to the said custome of the said manor of **S.** without any maner of condition therunto annexed, as shall be deuised, aduised or required by the said **R. S.** his heires or assignes, or by his or their or any of their counsell learned in the lawes of this realme &c.

C) **H**ereunto may be added such other couenants for the deliuering of copies, and being seised in fee according to the custome, and for quiet insuing, and sauving harmlesse of incumbrances &c. as bin vsed in the sale of charter lands

mutatis mutandis: or in the conditions of obligations for like purpose &c.

Sec. 17. ¶ Covenants for speedie triall and quiet and indifferent occupation in the meane time.

(A) **T**His Indenture made &c. witnesseth that whereas heretofore diuers controuersies, suits and troubles hath risen and yet is betwixt the said parties of, about and concerning two sermes lying and being in H. within the township of A. in the Countie of D. whereof the one is now in the tenure and occupation of the said T. R. and the other in the tenure and occupation of one B. R. To the third part of which said two sermes the said J. R. maketh claime and pretendeth title and right: To thintent that the foresaid pretended title and right in & to the foresaid serms may quietly be tried betwixt the said parties in some of the Queenes Maiesties courts according to the lawes of this realme with as much speed as the law will the same permit and suffer without any delay to be sought or had by either of the said parties, and to the end that sauour, freindship and neighbourly loue might be in the meane time had and continued betwen both the said parties, their seruants and families, and that all vnlawfull and forcible attempts, entries, and breaches of the Q. Maiesties peace may be eschewed, and all other inuazities and harmes that thereupon might grow and come, escaped: It is covenanted &c. and either of them for him selfe, his &c. doth covenant &c. that all the hay that is or shall be gotten in and vpon the said serme now in the occupation of the said T. R. in this next hay harvest shalbe mowed, made and inned at the indifferent costs and charges of both the said parties and by their mutual consents, agreements and commandements layd in some one conuenient place for the preservation of the same within the same serme without all couin and deceit. And all the said hay so inned and placed (as is aforesaid) shall there remain indifferently and safely kept vncoupied by either of the said parties, their &c. vntill such time  
as



as the said pretended title and right be thoroughly and lawfully tried and knowen betwixt y<sup>e</sup> said parties, their ex. and then y<sup>e</sup> said hay to be deliuered to him or th<sup>e</sup>, their ex. according to their seuerall rights therein w<sup>o</sup>ut al comin. (B) And also that they the said parties shal & may occupy & cate al y<sup>e</sup> grasse growing, in & vpon the said ferme, now in the occupation of the said T. with their beasts & cattell together in common & vnderdred, that is to say, the said T. & two partes of the said grasse and pasture, and the said F. the third part, w<sup>o</sup>ut any disturbace or let had or made by thone of th<sup>e</sup> to y<sup>e</sup> other of them, & without any disturbace or let to be made by theirs ex. of thone of th<sup>e</sup> to theirs ex. of thother of them, untill the said pretended right & title into the thirde part of the said ferme shal be fully and lawfully discusse, tried and knowen betwixt the said parties, their ex. according to the lawes of this Realme. And then & after the said title & right fully and lawfully tried & ended by y<sup>e</sup> lawes of this Realme, that it shal & may be lawfull to and for the said parties, or either of them their heires or assignes, to haue, hold & enjoy the said ferme with thappertenances to them their heires or assignes, or the heires or assignes of them or either of th<sup>e</sup> for ever, according to his or their right & title so to be tried & found, w<sup>o</sup>ut any further suit or trouble. And also that y<sup>e</sup> said third part of all the corne & hay that shal be gotten in & vpon thother of the said farmes, now in the tenure of the said B. A. and in the said next hay and corne harvest shal be mowed, reaped &c. vt prius hic. (C) And the said B. to occupie his said ferme during the time of y<sup>e</sup> said trial, in lyke maner in all points as he hath occupied y<sup>e</sup> same heretofore, w<sup>o</sup>ut let, suit or trouble of the said F. his heires or assignes. And also that this agreement nor the indifferent possession of the said hay of the said ferme, now in the occupation of the said T. nor thoccupation of the said ferme by the said T. & F. their heires or assignes, to be occupied as is before expressed, nor the indifferent possession of the said hay and corne had betwene the said F. A. and B. A. as is afore-

said,

said, shalbe at any tyme hereafter prejudiciall or hurtfull to either of the said parties *M. R.* and *J. R.* their heires or assignes, touching or concerning the trialls of their titles & rights, or the title, right and possession of either of them, nor that the one shal take or seeke any advantage in the law thereby against the other: But that either of them shal and may have and take lyke advantage in the law of this land, thone against the other, in as ample and large manner and in none other wise or manner, then as though there had never bene any such order or agreement or occupation of the said farmes made or taken betwene the said parties, their heires or assignes: any thing in this present Indenture of covenantes to the contrarie notwithstanding.

(D) And also that the said parties *M. R.* and *J. R.* and either of them, their heires and assignes, shal further and hast with as much speede as in them or either of them is and may bee done, had and suffered by the law of this Realme, all and every such action, suit or complaint, as is or shalbee commenced and begun hereafter betwene them, their heires or assignes, for the speedier and better triall of the said pretended right, title, or possession of the third part of the said two farmes, all delays in the said suite, action, or complaint set apart. And also that some one action shall be agreed upon betwene the said *M. R.* & *J. R.* wherein the said *J.* shalbe plaintife or demandant, by thadvise of both their learned counsel in the law, whereby the said pretended right and title to the said third part of both the said farmes may be best and most speedily tried and found out, accordinge to the lawes of this Realme, without all covine. And that the said *M. R.* and *J. R.* shal behave themselves friendly & lovingly thone toward thother by and during all the time of the said triall, according to the lawes of God, and of this Realme. (E) And that for the better performance & fulfilling of al & singular covenants, grāts, & agreements contained & specified in these present Indentures, according to the true meaning thereof, either party shalbe bound

bound to other in the somme of towre hundred pound of lawfull english money. In witnesse &c.

S. E. 18. ¶ Covenants to make assurance.

(A) **T** His Indenture made &c. witnesseth that the sayd C. for and in consideration of &c. doth for him selfe &c. covenant &c. that he the said C. and his heires and exors, garet now his wife and everie of them at all and everie time and times hereafter &c. shall & will do, make, know, ledge &c. all and everie reasonable act and acts &c. for the good and perfect assurance, suretie, sure making and conveyance of all and singuler those messuages &c. whereof or wherein the said J. was ever in his life time seised of any estate of inheritance to the said G. B. his heires or assigns, and to such other person and persons and his and their heires and assigns to his and their only uses, unto whom the said G. and A. his late wife deceased, or either of them have heretofore aliened, or by any other waies or meanes whatsoever conveyed or assured the said tenements or any part thereof, as by the said G. B. his heires or assigns, or by the said such other person and persons, their heires and assigns unto whom the said G. B. & A. or either of them have so as is aforesaid aliened or conveyed the said tenements or any part thereof, or as by R. W. and T. B. Esquiers, or the survivors of them shalbe reasonably devised or advised. (B) So that the said severall assurances or conveyances nor any of them extend not to bind him the sayd C. or his heires or any of them to any further or other warrantie then only against them, their heires and assigns. (C) And so that the said C. nor his heires be not enforced to travail for the making or acknowledging of any such assurance or assurances above twentie miles from B. aforesaid. (D) And the said C. for him selfe &c. doth covenant &c. that it shall and may be lawfull to and for the said G. his heires and assigns, and everie of them, and every such other person and persons unto whom the said G. and A. or either of them have heretofore aliened, conveyed or by any other

other waies or means assured the said tenements & premises or any part thereof at all & every time & times hereafter peaceably and quietly to have hold, occupy &c. And that all the said tenements &c. now are and be and shal &c. and of and from all other titles charges & incumbrances whatsoever had or made by the said C. his heires or assignes or by any other person or persons whatsoever lawfully having or claiming the said tenements or any part thereof with thappurtenances by, from or vnder them or any of them, or by the meanes assent or procurement of them or either of them. In witnesse &c.

Sec<sup>t</sup> 19. ¶ A Covenant that the feoffor hath done none actes, but that he is seised, and so will continue.

(A) And the said J. K. doth further covenant &c. that he the said J. K. hath not done, nor suffered to be done any act or actes, thing or thinges, but that he the said J. is now lawfully seised to his owne only vse, of, and in the said tenements and premises, and every part thereof, with the appurtenances, of so good, sure, absolute, and indefeasible estate in the law in fee simple, as he the said J. had by the gift and graunt of the said K. C. and so will stand, remaine, continue, and be thereof so seised, vntill the same be sufficiently conueied & assured vnto the said K. K. his heires and assignes, according to the true meaning hereof &c.

A Covenant for quiet inioying in a speciall maner.

(B) That the said K. D. and G. and every of them, and every other person and persons, vnto whom any vse, interest, estate, or title, of, in, or to the said manors, messuages, landes, tenements, hereditaments, and premises with the appurtenances, or of, in, or to any part thereof as is above in these present indentures limited, appointed, intended or meant, shall and may peaceably and quietly have, occupie, and enioy such, so many, and so much of the said manors, messuages



messuages &c. as is by these presents to him, hir, or them, limited, appointed, intended, or meant, during and according to his, hir, or their severall uses, interests, estate, and titles therein, and according to the true meaning of these presents, without any lawfull let, suite &c. of &c.

Scd' 20. A covenant not to sell landes but to T.R. without his licence.

(A) And the said K. and L. &c. That neyther they the said K. and L. nor thone of them at any time hereafter during the life naturall of the sayd T. K. shal ne will give, graunt, sell, discontinue, conuey, or assure in fee simple, or fee taile any messuages, cottages, landes, tenementes, medowes, pastures, rents, reuerfions, remainders, seruices, or hereditaments scituat, lying or being &c. (other then the aboue sold premises) wherein they or epyther of them the day of the date of these presents haue any estate of inheritance in possession, reuerfion, remainder or in use, nor the reuerfion or remainder thereof or of any part thereof, nor charge nor incumber the same or any part thereof to any person or persons, other then to the sayd T. K. or his heires, or to such other person or persons, and their heires as he the sayd T. K. or his heires shall for that purpose name and appoint &c.

Scd' 21. An Indenture betwene the Master of the Court of Wardes and Liueries, and the heire, vpon a generall liuerie to be sued.

(A) This Indenture made &c. betwene the right honorable Sir W. C. knight L. B. Lord Treasor of England, and Master of the Quenes Maiesties Court of Wardes and Liueries, And T. S. Esq. Surueio: of the same Liueries, for, and in the name and behalfe of our said Soueraigne Ladie the Quene on thone partie, and P. C. sonne and next heire of J. C. late of W. in the countie of P. yeoman deceased on thother partie. Witnesseth that where as our said Soueraigne Ladie is agreed to graunt vnto the said P. a generall Liuerie to be had, of and in al such Lordshippes, manors, landes, tenementes, rents, reuerfions, seruices,

seruices, and other hereditamentes with thappurtenances, which to the said M. descended and came in vse, possession, or reuerſion, from the said J. as ſonne and heire of the said J. as in the ſaid generall Liuerie more plainly it is conteined. Neuertheleſſe, for that our ſaid ſoueraign Lady ſhould not bee deceiued, but that her grace ſhould haue perfect knowledge and vnderſtanding of all thoſe Lordſhips, manors, landes, tenementes, rentes, reuerſions, ſeruices, and other hereditamentes, and the yearely valuē of the ſame, whereof the ſaid M. willet and intendeth to take any advantage, benefit, profit, or commoditie, by reaſon or colour of the ſaid generall Liuerie. And alſo to thintent our ſaid ſoueraigne Ladie ſhould not be deceiued of any other Lordſhippes, manors, landes, tenementes, and other hereditamentes, which bene diſcended and come to the ſaid M. by and after the death of the ſaid J. in poſſeſſion or reuerſion, or in vse of poſſeſſion, or in vse of reuerſion, or of any Lordſhips &c. which haue bene put in any feoffement, fine, or recouerie, to any perſon or perſons, to thoſe of any of the aunceſtors of the ſaid M. whole heire he is, for the perſonance of any wil, or otherwiſe in vse, poſſeſſion, or otherwiſe, which ſhal, may, or ought to diſcend, remaine, reuert or come vnto the ſaid M. or his heires, after any ſuch will performed, or vse thereof determined, or of any Lordſhips &c. whereof the reuerſions diſcended and came vnto the ſaid M. by and after the death of the ſaid J. The ſaid M. C. hath deliuered the day of the date hereof vnto the ſaid W. L. B. L. Treaſurer of Eng. and W. S. a writing in parchment indetēd, hereunto annexed, in which the ſaid M. couenanteth & promiſeth that therein be conteined & ſpecified all thoſe Lordſhips &c. with y<sup>e</sup> yearely valuē of the ſame which the ſaid M. willet or intendeth to haue or ſhall haue out of the Queenes Maieſties hands or poſſeſſion by the ſaid generall liuerie: and alſo of all thoſe Lordſhips, manors, &c. and other hereditaments and the yearely value of the ſame which haue bene put in any feoffement, fine or recovery  
and

and other conueyance toherof the immediat vse of the possession, or wherof the vse of the reuerſion of the possession is diſcended and come vnto the ſaid M. by & after the death of the ſaid John, or wherof thuse by and after the death of any tenant or tenants for terme of life, or after any other estate, will, intent or vse thereof determined, ſhal, may, or ought to diſcend, reuert or come vnto the ſaid M. and his heires or to the heires of his body lawfully begotten or any other of his heires. And that the ſaid Lordſhippes &c. in the ſame wꝛiting indented mentioned and comprised bene there valued to the vttermoſt and beſt value.

(B) And ouer that the ſaid M. C. couenanteth and graunteth for them their heires executors and aſſignes, to and with the ſaid W. L. B. Lorde Treasoꝛer of Englande, and W. S. that one Auditor or Auditoꝛs by our ſaid Soueraigne Lady to bee aſſigned or Auditoꝛ of the Queenes maieſties Court of Wardes and Liueries for the time being, ſhall at the coſt and charges of the ſaid M. and at ſuch time as it ſhall pleaſe our ſaid Soueraigne Lady her heires and ſucceſſoꝛs Kings of this Realme, or the ſaid M. of the Queenes Court of Wardes and liueries, and Surueyours of the ſame Liueries for the time being to ap-  
 poynt or otherwiſe to ſearch, viewe, and value the true value of the ſame. And that if vpon any ſearch viewe and value thereof to be appointed by our ſaid ſoueraigne Lady or by the M. of the Queenes Court of Wardes and Liueries, & ſurueyours of the ſame Liueries it can bee proued that any Lordſhips, Mannors &c. and other hereditamentes and the yeerely value of the ſame, wherof the ſaid M. or any other to his vse taketh, or hereafter ſhall or may lawfully take any aduantage, benefit, profit or commoditie, by reaſon or colour of the ſaid general liueꝛy, be omitted and not contained and ſpecified in the ſame wꝛiting indented hereinto annexed, or els if that any Lordſhips &c. in the ſame wꝛiting ſpecified be of moꝛe better and larger yeerely value then in the ſame wꝛiting is limited, or elle if that  
 any

any Lordships &c. which were of the inheritance of the said J. And which by and after his death descended and came vnto the same M. in vse, possession, or otherwise bee omitted or vndervalued in the same writing: Then our said soueraigne Ladie shalbe by the said M. their executors or assignes, truly answered and satisfied of the perely value of all those Lordships, manors, landes &c. so omitted or vndervalued. And also of all and enery the said Lordships &c. in the said writing, that be or shal happen to bee vndervalued, and that from the death of the said J. vnto the trial and knowledge of the same. (C) And ouer that the said M. C. couenanteth and granteth for him, his heires, executors, to and with the said W. Lord B. Lord Treasurer of England, and T. S. that for the concealment and offence in that behalfe, if any such shall appeare or be proued, the said M. C. shall content and pay vnto our said Soueraigne Lady the double of one yerres value of all those Lordships &c. so omitted or vndervalued, vntill such time as the said M. shall haue agreed to & with the said W. L. B. L. Treasurer of Eng. & T. S. or other officers of the R. maiesties court of Wardes and Liveries, and Surueyoz of the same Liveries for the time being, for the said value and ouerplus of the said landes, tenementes, and hereditaments so omitted or vndervalued. And shall find sufficient sureties for the payment of all such summes of money as shalbe agreed by the said Master of the Quenes court of Wardes & Liveries, and Surueyoz of the same liveries. (D) And furthermore the said M. C. couenanteth &c. to and with the said W. L. B. Lord Treasurer of England, and T. S. that neither he the said M. or any other person or persons for him or in his name, or by his consent, shall inquiet, molest or disturbe any tenant or tenantes in dower, or for terme of life, in the name of Jointures of their lawfull possession or interest, that they or any of them haue, of, in, or to any lands or tenements comprised in this scedule indented herevnto annexed, or any part or parcel thereof. In witnesse



whereof to thone part of these Indentures remayning to and with the said M. the said W. L. B. Lord Treasorer of England, and T. S. haue set their hands and seales, and to thother part of these Indentures remaining to the Quēenes vse in the said Court of Wardes and liueries, The said M. hath set to his hand and seale the day and yere first aboue written.

Sect. 22. ¶ Covenants of Maryage, and to suffer a Recouerie to diuers vses in taile, with remainders, the landes being seuerally limited, with provision for the education of the maryed folkes &c.

(A) **T**His Indenture made &c. betwene W. P. and T. S. &c. Witnesseth that it is covenanted, concluded and agreed by and betwene the said parties, in maner and forme following, that is to say, that W. P. &c. shall espouse marie and take to wife G. S. if the lawes of holie Church will that permit, and if the said G. S. and W. P. will therevnto consent and agree. (B) And the said W. P. for the considerations abovesaid, and for a Joyniture vnto the said G. S. to be had and made, for him selfe &c. doth covenant, grant &c. that he the said W. P. or his heires, whin one yere next insuing the date hereof, at the reasonable request, costes & charges in the law of the said T. S. his executors or administrators shall & wil suffer T. W. & J. A. K. B. & G. P. wel & sufficiently to recover to them & their heires for ever, all the manors, meluages &c. by writ of Entre sur diss. in le post, to be had & prosecuted by them against the said W. P. before y<sup>e</sup> Justices of the D. Paletie that now is, her heires & successors of the common place for the time being, by the name or names of &c. or by y<sup>e</sup> like name or names in effect, or by some other sufficient name or names, vnto which the said W. P. shall appeare in proper person, or by his attorney or attorneies, & vouch the common vouch. to warrantie, according to the vsuall forme & order of common recouerie in such case heretofore used, & that the same recouerie shalbe

shalbe executed accordingly by Habere facias seisinam, and that he will do & suffer all and every other thing, which in that behalfe shalbe requisite or necessary. (C) And the said Sp. W. &c. doth covenant &c. and it is the true intent & meaning of the said parties, and of these presents, that the same recoverie so to be suffered, had & executed, as is aforesaid, & the estate of the said W. W. J. A. R. H. and G. W. and every of them, & of the heires of the & every of them, & in the said manors &c. by force of the said recoverie & execution thereupon to be had shalbe and inure. And the said W. W. J. A. R. H. & G. W. the recoverers in the said recoverie to be named & their heires, shall stand & be thereof seised to the only uses, intentes & purposes hereafter in these presents mentioned, limited & expressed, and to or for none other intent or purpose, that is to say, of, & in all the said manor of &c. to the only proper use & behoofe of the said W. W. & his assignes, during & untill y<sup>e</sup> feast of the Annunciation of the blessed virgin Mary, which shalbe in the yere of our Lord god 1590. & that immediatly from and after the said feast of the Annunciation of our Lady, which shalbe in the said yere of our Lord God 1590. the said recoverie shalbe & inure. And the said W. W. J. A. R. H. & G. W. recoverers therein to be named, & their heires, and the survivor or survivors of his and their heires, shall stand and be seised of, and in all the sayd messuage &c. or meadow called B. & one intacke or meadow called C. to the onlie proper use and behalfe of the said W. S. his executors, administrators and assignes, during and untill the full end and terme of solwer yeres, thence next & immediatly ensuyng, and fully to be complet and ended. And of and in one other &c. to the only proper use and behoofe of the said W. W. and his assignes, during & untill the full end and terme of the said solwer yeres thence next and immediatly insuing. And that immediatly from and after the end and expiration of the said terme of solwer yeres the same recoverie shalbe and inure. And the said W. W. J. A. R. H. and G. W. the said recoverers therein to be named,

B is

and

and their heires and euery of them, shall stand and be seised of and in the said manors &c. (except before excepted) to the onlie proper vse and behoofe of the said R. P. and G. S. and of the heires of the bodie of the said R. lawfully begotten, & to bee begotten on the bodie of the said G. S. and for lacke of such issue of the bodie of the said R. P. on the bodie of the said G. S. lawfully begotten to the vse of the said W. P. and of the heires males of his bodie lawfully begotten and to bee begotten on the bodie of the said P. now his wife. And for default of such issue male, then to the onlie proper vse and behoofe of the said W. P. and of the heires males of his bodie lawfully begotten and to bee begotten. And for default of such issue male, then to the onlie proper vse and behoofe of the said W. P. and of the heires of his bodie lawfully begotten and to bee begotten. And for default of such issue then to the only proper vse and behoofe of the right heires of the said W. P. for euer. (D) And of and in the said &c. before in these presents excepted &c. And of and in al the said two messuages &c. to the onlie proper vse and behoofe of the said W. P. for and during the terme of his naturall life, and immediatly after the death of the said W. P. then the said recouerie shall be and inure: and the said T. W. J. A. R. P. and G. P. the said recouersers therein to be named, and their heires and euery of them shall stand and be seised of the said &c. to thonly vse and behoofe of the said R. P. and of the heires of his bodie lawfully begotten and to bee begotten on the bodie of the said G. S. and for default of such issue, then to the onlie proper vse and behoofe of the said R. P. and of the heires males of his bodie lawfully begotten and to bee begotten, And for default of such issue, then to the only proper vse and behoofe of the said W. P. and the heires males of his bodie lawfully begotten and to bee begotten of the bodie of the said P. now his wife. And for default of such issue, then to the onely proper vse and behoofe of the said W. P. and of the heires males of his bodie lawfully begotten and to bee begotten, And for default

default of such issue, then to the next proper He and be-  
 hede of the said R. P. and his heires for ever, and to or  
 for none other He, intent or purpose. (E) And the said  
 W. S. for himselfe &c. doth covenant &c. that he the said  
 W. S. his executors, administrators and assignes, shall  
 and may have &c. to his or their owne proper He, behove  
 and commoditie, from and after the said feast of the An-  
 nunciation of our blessed Ladie the Virgin, which shall be  
 in the yere of our Lord GOD 1590. for and during the  
 space of fower yeres thence next insuing, all the mannoz  
 &c. which the said R. P. and W. S. or either of them  
 now hath, or hereafter shall have, during the terme of  
 fower yeres, next insuing the said feast of the Annun-  
 ciation of the blessed Virgin Mary, which shall be in the  
 yere of our Lord GOD 1590. without paying any rent,  
 money, or other thing therofore, and without rendering  
 of any account thereof to any person or persons. (F) And  
 in consideration of the premises, the said W. S. for him  
 &c. doth covenant &c. that he the said W. S. his executors  
 or administrators, shall and will during the said terme  
 of fower yeres, next insuing the said feast of the Annun-  
 ciation of the blessed Virgin Mary, which shall be in the  
 yere of our Lord GOD 1590. at his and their owne  
 proper costes and charges, find and give, or cause to be  
 found and given unto the said R. P. and W. S. suffici-  
 ent meat, drinke &c. and all other thinges necessarie for  
 either of them, at such place and places, as unto the said  
 W. S. or his executors shall seeme most mete and conve-  
 nient, if the said R. P. and W. S. will thereunto consent  
 and agree. And likewise during the said time and space  
 last before mentioned, at his and their like proper costes  
 and charges, shall conveniently place and provide for the  
 said R. P. at some good schole or other convenient place,  
 where the said R. P. may be taught, educated and brought  
 up in vertue and learning, if the said W. S. will there-  
 unto sufficiently indevour hym selfe, consent and agree.



In witness whereof &c. Hereunto may be added such covenants of being seised and owner: Of quiet inioying & saving harme lesse, and such like, as are needefull, according to the agreement of the parties, with all necessarie exceptions and conditions.

Sec<sup>t</sup> 23.

Covenants of Mariage.

(A) THIS Indenture made &c. betwixt A. ~~W.~~ and B. ~~W.~~ &c. and C. J. &c. Witnesseth that it is covenanted, graunted, condiscended and agreed betwene the said parties in maner and forme following, that is to say: The said C. J. covenanteth and granteth &c. that he by the sufferance of God shall marrie and take to wife C. C. and the same C. spouse and wedd after the law of holy Church, before the feast of &c. if the same C. will thereto agree, And in like wise the same A. ~~W.~~ and B. ~~W.~~ &c. covenant and graunt &c. that the same C. by the sufferance of Almighty God, shall marrie and take to husband the same C. J. and him spouse after the law of holy Church, before the feast of &c. if the said C. J. will thereto agree. (B) For the which marriage so to be had, done and solemnized, the said C. covenanteth &c. that he will make or cause to be made into the same A. ~~W.~~ A. and B. ~~W.~~ &c. on this side the feast of &c. as good, sure, sufficient, and lawful estate &c. of and in the manor of &c. be it by recouries, fines, troffements &c. at the costes and charges of the said C. J. the same manors, landes, tenementes &c. with the appurtenances, clerely discharged of all former estates, bargaynes, sales, recognisances, and all other charges whatsoeuer they bee &c. Except all such landes as be in the Jointures of &c. late wyfe of J. J. brother to the said C. J. &c. To have and to holde the same manor, and other the premisses with the appurtenances to the same D. A. and W. A. &c. and their heires, to the use of the said C. J. and C. and the heires males of the body of the

the said C. by the said C. to be begotten; without impeachment of waste; And for default of such issue, to the use of the said C. J. and his heirs, and to performe his last will. And that after the said marriage, all persons seized of the said manor, and all other the premises, shall stand and be seized thereof, to the use before rehearsed. (C) And over this the said C. J. covenanteth and granteth; that if the said manor and other the premises, (except before excepted) be not of the cleere pery value of C. li. over all charges and expences, that the same C. then at the reasonable request of the same Dame A. W. A. &c. or any of them, shall make or cause to be made like sure estate or estates, of, and in other landes and tenements within the said Countie, of as much cleere pery value as the said manor & other the premises (except before excepted) is under and lacking of the said pery value of C. li. to the said D. A. W. A. &c. & their heirs to the use above declared. (D) And also shall suffer the said C. at her libertie and pleasure to marrie one C. E. her daughter, to any person that it shall please her, And dispose such money and profitess that shall fortune to be graunted and promised for the marriage of the said C. the daughter, at the libertie and pleasure of the foresaid C. the mother, without contradiction or disturbance of the said C. J. or any person by his commaundement, procurement or assent. And that he the said C. shall not receive nor haue any money or rewarde for the said marriage. (E) Moreover the said C. J. covenanteth &c. that if it fortune the said C. the mother after the said marriage solemnized betwene her and the said C. J. to decease out of this world in the life of the same C. her husband, that then the said C. shall give licence, power and authoritie to the said C. before her death, to make a Testament containing her last Will, and by the same Testament to give and dispose at her pleasure, of the goods & catells of the said C. J. amounting to the value of an C. li. sterling. And that the said C. J. shall suffer such persons as the said C. shall

name, to have and to do the execution and distribution of the same, according to her minde and pleasure. And that after her decease the said C. J. shall give, deliver, pay and execute, to such persons as the same C. shall bequeath and appoint to have any thing of the said C. goods extending to y<sup>e</sup> said summe of £. li. And the said W. A. W. R. &c. wilken is graunten by these presents, that if the said C. J. wet and truly do hold, observe, performe and keepe, all and singular covenants, graunts, promises, and agreements afoze rehearsed on his part without disceit &c. than an obligation of C. li. bearing date &c. wherein he standeth bound to the said W. A. &c. be cleerely void, and of none effect &c. In witnesse &c.

Sept 24. § A Prouiso to be inserted among

### Contracts of Marriage.

(A) *g* Provided, also and nevertheless, it was so covenanted and agreed by and betwixt both the parties to the said indentures, that if it should happen the said A. to dye without issue of her body by the said A. L. lawfully begotten, before she should accomplish her age of forty yeres, that then from the death of the said A. so dying before the said age of forty yeres without issue of her body lawfully begotten, the said M. Sr. his executors, administrators & assigns of the said messuage &c. during the life of the longer lyver of the said B. & L. should thenceforth, that is to wit, from the day of the death of the longer lyver of them the said B. & L. & the said M. Sr. and his said executors, administrators & be letted to the only use of the said M. Sr. his executors & assigns, of and of the said last rehearsed messuage &c. as also the said messuage &c. during and until such time as he shall have received the nature of the hundredth pounds of his rentes and profits of the same rentes, &c. to him accepted according to the yearly rent of the premises, and that the said M. Sr. & his executors, administrators & all & singular other assignees should & be bound, made, maintained, executed, suffered and permitted

permitted of the said landes, tenements &c. should be to the said several persons as recited in as large & ample manner as the law would or could allow, & as might be according with the former covenants of the said indentures, any thing thereto contained, nor any other assurance to be had or made concerning the premises to the contrary notwithstanding.

(B) Provided furthermore, and likewise excepted that if it should happen by reason of disaffenting of either of the said parties or both of them at such time as they shall accomplish things and pices of consent that the said marriage shall not, or do not take effect, or if by reason of consent and agreement of both of the said W. M. & of the said ec. that the said marriage do as shall take effect, & then afterwarde if it shall happen possibility of issue to be extinct by death of thome or both of them, or by any other waies or meanes that the immediately upon such possibility of issue extinct, or that the said marriage shall not take effect in forme aforesaid, W. M. & other his said coheires & their heires & theirs of the survivors of the that stand & be seales of all the said landes & tenements & other the premises in the said several leasements mentioned as they then should happen to fall and come in course, in manner & forme in & said indenture mentioned for pices & terme of life only, whereby the said W. M. his executors or assignes shall & may be fully satisfied & paid of & said summe of money to him before limited by these present indentures, according to the true meaning of the same as is aforesaid expressed, only excepted to thuse & behoove of the said W. M. his heires or theirs any thing herein contained to the contrary thereof in any wise notwithstanding. (C) And also the said J. M. for him &c. that if it shall happen the said ec. daughter of & said J. M. to decease or dye before the birth or shall take and shall have of child. pices or before & said marriage had & consummated between her & the said J. M. that then the said J. M. his executors or assignes during & space of & years next & immediately following or during the minority of the said ec. shall & may quietly receive,



ceine, leuy & take the rents, issues, revenues & profits of the said manors, lands, tenements and other the premises with their appurtenances let, lying &c. (D) And over this the said J. M. for him &c. covenanteth &c. that such manors, lands & tenements, whereof the said J. M. now is seised in possession or reversion of any estate of inheritance, and not before in these present indentures otherwise expressed, by writted or declared, which to the said J. M. descended or came in possession, reversion or vie, from any of the ancestors of the said J. M. that the same premises immediately from and after the death of the same J. M. shall descend, revert or come unto the said H. M. in possession or reversions of estate of inheritance as the said J. M. hath therein, if the said marriage take effect, the same manors, lands, tenements and hereditaments at the time of the death of the said J. M. being clerely discharged and exonerated of al and every former bargaines &c. Except the said manors, &c. before by these presents assigned & appointed to be assured unto the said H. M. for terme of her life, as is aforesaid &c.

Sec<sup>t</sup> 25. A conueiance irreuocable to sundry vses restraining alienatiō, & reseruing power to make Iointures and leases. By thonly covenants & considerations whereof vses are rayled.

(A) **T**His Indenture made &c. betwene J. M. & A. his wife: & C. M. sonne and heire apparant of the said J. M. & B. now wife of the said C. M. & daughter of R. S. of the one partie: & the said R. S. of thother party. Witneseth that in consideration of a marriage already had & solde, nized betwene the said C. M. and the said B. S. And for a competent & sufficiēt iointure to be had & made, to & for the said B. in case she shal happen to suruiue & ouerline the said C. her husband. And for a iointure also so he had & made, to & for the said A. if she the said A. shal forren & suruiue and ouerline the same J. And in consideration also that the manors, &c. hereafter mentioned shall & may for so long time as it shal please almighty God, be, remaine & continue in the

the names, blots & signatures of & said parties & every of the as  
hereafter in these presents is expressed & declared. It is now  
therefore covenanted, granted, concluded & fully agreed by &  
between the said parties to these present Indentures, And o-  
ver of the said parties both covenant, grant, conclude and  
agree to & with the other of them his heires, &c. and every  
of them by these presents in manner & forms following (that  
is to say) First the said J. M. for the causes & considerati-  
ons herein before specified, & to thintent his last wil may  
be performed, for himselfe, his heires, &c. and every of them  
both covenant, grant, conclude, & agree to & with the said R.  
S. his executors & administrators & every of them by these  
presents, That the said J. M. & his heires at their or some  
of their owne proper costs & charges in the law on this side  
or before the feast of &c. next comming after the date hereof  
by his or their dede or other conueiance or assurance suffi-  
cient in the law, shal & wil wel & sufficiently comey or as-  
sure or cause to be comeyed & assured unto D. C. & A. C. and  
their heires for ever, al thole the manors & Lordships of &c.  
And also the several motties of al thole the manors & Lord-  
ships of &c. which dede & other conueiance & assurance be-  
fore mentioned & every of them shalbe, and shalbe aduoged  
esteemed & taken to be. And al & every person & persons now  
standing or being seyled of, or in the said manors &c. & other  
the premises or any parcel thereof, for the considerations  
herein before expressed at all times from and after the said  
feast of &c. next comming or thom & after the said conueiace  
or assurance had or made, as is aforesaid, which soever of the  
shal first happen, shal stand & be seiled of, & in the same and  
every part thereof to the vles & intents hereafter expressed.  
That is to say, to the vles & behoofe of the said J. M. & of his  
assignes for & during the joint liues of him the said J. M. &  
the said C. M. his sonne without impeachment of any manner  
of waist. And from & after the decease of the said J. in case  
the said J. shal fortune to depart this present life during the  
life of the said C. M. his sonne, Then as for and concerning  
the

the said Manor and Lordship of C. with all his rightes, members and appurtenances. And all and singular other lands &c. aforesaid, to the use & behoofe of the said A. his wife of the said J. P. and of her assigns for and during the terme of her naturall life (if the said C. P. the sonne shall happen so long to live.) And from and after the decease of of the said C. P. Then as for and concerning the Scyte or chiefe mansion house &c. to the onely use and behoofe of the said B. for terme of her natural life, as for, and in full satisfaction & recompence of all such Joynture and dowry as to the same B. shal, or of right ought to belong or appertain, by, from or after the decease of the said C. P. her husband. And as for and concerning the residue of the said manor of &c. to the only use and behoofe of the said A. and of her assigns absolutely for terme of her life in full satisfaction of the Joynture of the said A. And as for and concerning the reversion and reversions, remainder or remainders of the said manor &c. as the said uses, estates and interests thereof herein before limited or expressed, shalbe fully ended and determined. And for and concerning the said manor of &c. as the estates and interests thereof before limited or expressed in these present Articles shal fully end and determine: Then to the use and behalfe of the said J. P. for terme of his natural life without impeachment of any manner of waite. And from & after his decease, then to the use & behoofe of C. P. for terme of his life without impeachment of any manner of waite. And from & after his decease to the use and behoofe of the first sonne to be begotten by the body of the said C. P. and of theirs males of the same first sonne lawfully begotten. And for default of such issue then to the use and behoofe of the second sonne to be begotten by the body of the said C. P. and of theirs males of the same second sonne lawfully begotten. And for default of such issue &c. to those of so many sonnes as shalbe thought mete in forme aforesaid &c. And for default of such issue then to the use and behoofe of every other the sonnes to bee begotten

begottē by the body of y<sup>e</sup> said C. P. successiuelly as they shal be in senpozitie oꝝ age, & of theires males of their seuerall bodies lawfully begotten. And foꝝ default of such issue then to the vse and behoofe of all and euery the daughters which the said C. P. shal haue begotten on the body of the said B. at the time of his decease being then vnmarped, & of their assignes from and after such time as ech of them shal haue accomplished their seueral age of xviij. yerres oꝝ be marped foꝝ and vntill such time as euery of the same daughters successiuelly one after an other, as they shalbe in senpozitie oꝝ in age, shall oꝝ may leuy, receiue and take to euery of their owne proper vles and behoofes of the rents, profits and issues of the premisses the seueral summes of thzee hundzeth pounds a peece of currant money of England: oꝝ other wise shalbe fully satisfiꝝed, contented, oꝝ payed of the same seuerall summes by such person oꝝ persons to whom the next and immediate reuerſion oꝝ remainder of the premisses shal then by the intent and true mearning of these presents of right belong & appertaine, And from and after such time as the said seuerall summes of thzee hundzeth pounds shall be fully leuyed, receiued, oꝝ payed, as is afoꝝesaid. And foꝝ default of such daughters which soeuer of them shall first happen: Then to the vse and behoofe of T. P. second sonne of the said J. P. foꝝ terme of his naturall life, without impeachment of any maner of wast. And from and after his decease then to the vse and behoofe of the first sonne to beo begotten by the body of the said T. P. and of theires males of the body of the same first sonne lawfully begotten. And foꝝ default of such issue &c. (to eyther sonnes and daughters as here befoꝝe.) And so to as many sonnes of the donour by name as shal seme good in maner abouesaid. And foꝝ default of such issue, then to the vse and behoofe of the said C. P. & of his heires foꝝ euer. And as foꝝ & concerning the said Moyties of the said &c. to the oncly vse and behoofe of the said J. P. and of his assignes, foꝝ, and during the terme of his naturall life without impeachment of any manner of wast.



waist. And from and after his decease, then to the vse & behoofe of the daughters of the said J. M. that is to say M. C. J. and C. and of L. M. daughter of the said C. M. as shalbe vnmariyed at the decease of the sayd J. M. and of their assignes, for, and vntil such time as euery of the said daughters so vnmariyed at the time of the decease of the said J. M. one after an other as they shalbe in senyozitie, or in age, shall or may fully haue, leuy, receiue and take of the rents, issues and profits thereof, for, and towarde their seuerall preferments and maintenance, the summe of three hundredeth poundes a peece of good &c. And from and after such time as the said seuerall summes of three hundredeth poundes a peece, shall, or may be had, leuyed or taken as is aforesaid: Then to the vse and behoofe of the executors and administrators of the said J. M. for and during the terme of x. yerres then next following, for, and towarde the payment of the debtes of the said J. M. the J. Father, and for and towarde the performance of his last wil and testament. And from and after the end and expiration of the said terme of ten yerres, Then to the vse and behoofe of the said C. M. for terme of his naturall life, without impeachment of any manner of waist. And from and after his decease then to the vse and behoofe of the first sonne to be begotten by the body of the sayd C. M. and of their males of the body of the same first sonne lawfully begotten. And for default &c. vt supra. (B) And the said J. M. the father for himselfe his heires, executors and administrators, couenanteth and graunteth to & with the said R. S. his heires and assignes and euery of them by these presents, That he the said J. M. the father, his heires, executors, administrators or assignes, or some of them shall and will at all times, from, and after the decease of the said C. M. well and sufficiently acquite and discharge, or saue harnelesse the said mansion house, landes, &c. and all other the premisses herein befoze limited or appointed, to, or for the ioynture of the said B. and euery part or parcell thereof, of, and from all and all manner

maner of former bargaines, former sales, gifts, grants &c. whatsoeuer had, made, done, caused or knowledged by the said J. M. or any other person or persons by his title, assent, meanes or procurement. The rents and seruices from thenceforth to be due to the chiefe Lord or Lords of the fee or fees of the premisses, And &c. onely forepysed & excepted. And further that he the said J. M. & his heires & assignes & euery of &c. for further assurance in the law, surety, sure making & conueying of all the said manors, lands, tenements, and other the premisses, and euery part thereof to bee conueyed and assured to the seueral vses, purposes and intents herein before expessed, and according to the intent and true meaning of these presents, Be it by fine &c. (D) Neuertheles, it is alwaies prouided, y it shal & may be lawfull to and for the said C. M. T. M. R. M. C. M. & J. M. the sonnes & to & for euery of the, and to & for al & euery the issues males to whom any interest is herein before limitted, at his & their & euery of their free wils, liberties & pleasures being seised in demesne of any estate of freehold or inheritance, of, or in the premisses or any parcel thereof not being expectant vpon any other estate or estates, to make any lease or leases for terme of y. liues, or xxi. yeres & vnder and not dispunishable neither without impeachmēt of wast to any person or persons, of all & singular the said manors, lands, tenements & other the premisses in T. S. &c. (vt supra) before mentioned & euery or any of them or any part or parcell thereof, other then of the scite or demeane lands &c. whereupon the olde & accustomed yerely rents or more shalbe reserued to continue during the same lease or leases so to be had or made, And y all such leases so to be made, shalbe good & available in lawe to all intents and purposes. (E) And that at al times from & after the making of all & euery such lease or leases the said cōuiance and assurance shalbe. And the said T. C. and A. C. and their heires & assignes and euery of them, and all & euery other person & persons then standing or being seased of, or in the premisses so to be demised or letten or any part

or parcel thereof shall stand & be seised thereof, and of every part and parcel thereof, as for and concerning only all and every the same lands, tenements, & hereditaments, so to be demised or leased, as is aforesaid, to the use of all and every such person or persons, their executors, administrators or assignes, to whom any such lease or leases shall be so made, & according to the true intent and meaning of all and every the same lease or leases: So alwaies as the same lessees, their executors, administrators and assignes, and every of them, do well and truly yeld or pay, or cause to be yelded and paid the severall rents and services in the same lease and leases and every of them to be reserved to such person and persons for the time being, as by the intent and true meaning of these presents shall have the next and immediate reversion or remainder of the same premises so to be leased, at the dayes and feastes to be comprised in all and every the same leases, or within forty dayes next ensuing every of the said dayes and feastes. And after the expiration of the same lease or leases, and every of them, as they shall severally end and determine, then the said conveyance & assurance shall be & inure. And the said T. C. & A. C. & all and every other person and persons, then standing or being leased of, or in the premises so to be demised or letten, or any parcell thereof shall at all times from thenceforth stand and be seised of, and in the same and every part or parcell thereof, to such uses, purposes and intents, as ben before in these presents expessed and declared, and as by the true intent and meaning of these presentes they should or ought to have done, if no such lease or leases had bene thereof at any time had ne made, any matter or thing to the contrary thereof in any wise notwithstanding. Neuertheless, it is alwayes provided and fully covenanted &c. by and betwene the said parties to these present Indentures and every of them, that if the said C. P. T. P. A. P. C. P. and J. P. or any of them or any of the heires of their severall bodies, to whom any use or uses, estate or estates, of, or in the

the said Spanthozk, lands, &c. before mentioned, or any part or parcell thereof by these presents is limited, declared, appointed, or agreed to be conveyed in matter and forme aforesaid, shall at any time after the said assurance had & made, as is aforesaid, advisedly, wittingly, determinatly, and effectually procure or assent, to, or for any act or acts, thing or things, for any bargain, sale, discontinuance, alienation, exchange or forfeiture to be had or made of the said Spanthozs, landes, tenements, hereditaments and other the before named premises, or of any part or parcell of them or any of them, to him, them or any of them, as is aforesaid, by these presents limited, declared or agreed to be conveyed in use or in possession, whereby any estate of the premises or of any part or parcell thereof, in use or possession, mentioned, limited or declared by these presents, may, should, or might in any wise, or by any meanes be undone, discontinued, barred, determined or forfeited. And the same bargain, sale, discontinuance, alienation, exchange or forfeiture, or any other effectual thing or act towarde the same effect, shall attempt, cause, procure, command, or wittingly or willingly assent unto, or suffer to be attempted, gone about to be executed, performed, prosecuted, or put in use, by the knowledging of any note or notes, of, or for any fine or fines to be levied, or by knowledging of any warrant or warrants of Attorney or Attorneyes, for any recovery or recoveries to be pursued, or entrie into any warrantie by any means whatsoever, or by knowledging any warrant for the same, or by any purchase of any writ or writtes, by them or any of them, or by any other by their or any of their assent or consent, by apparance or other wise, to any writ or writs of the premises, or any part or parcell thereof, or to any thing in them or any of them, or by knowledging of any deed or deedes, writing or writings to be enrolled, or by any other effectual act or actes, thing or things whatsoever, whereof or whereby any bargain, sale, discontinuance, alienation, exchange or forfeiture shall or may issue:



That then immediately from and after the time of such procuring, attempting, causing, commaunding, willingly assenting, suffering, or going about, in maner and forme as is aforesaid, And before any such bargaine, sale, discontinuance, alienation, exchange or forfeiture perfected, executed, committed or done, the said vse and vles, estate and estates, limited and declared in these presents unto him or them, and to as many as so shall attempt, cause, procure, commaund, or wittingly assent or suffer any such act or actes, thing or thinges, to be prosecuted, executed, performed, done or put in vse or gone about to be executed, done, performed, or put in vse, in maner and forme before declared, whereupon any bargayne, sale, discontinuance, alienation, exchange, or forfeiture shall, may or might insue, contrarie to the true intent and meaning of these presents, of and in such and so much of the said manors, landes, tenements and hereditaments with the appurtenances, for the which any the thing or thinges aforesaid shalbe so attempted, caused, procured, commaunded, assented or suffered to be executed, performed, done or put in vse, or gone about to be executed, performed, done or put in vse, contrarie to the true meaning of these presents, shall cease as in respect onely and hauing regards to such person or persons, only so attempting, procuring, causing, commaunding, willingly assenting to, suffering or going about any such act or actes, thing or thinges aforesaid, as if such person or persons so attempting, causing, commaunding or procuring were naturally dead and not otherwise. And that then and in such case it shalbe lawfull to and for every such person and persons, to whom the vse and possession thereof should come, grow, or be by the true intent and meaning of these presents, to enter and to enjoy the same, as if such person or persons that so shal procure or assent to or for any such act or actes, thing or thinges to be done or attempted, were naturally dead and in none other-  
wise

wise, and of such and the lyke estate and estates, and in like maner and forme to all intentes and purposes, and with like remainders in vse cuer, and with like limitations and conditions, as the same should have comen, growen or bine, if the same person that so shall procure or assent to or for any such act or actes, thing or thinges to be done or attempted, at or immediatly before the time of such procuring or assenting were naturally dead, and in none other maner. (G) And the said R. S. on his part and in consideration of the said marriage doth for hymselfe, his heires and executors, couenant, promise and graunt, to and with the said J. P. his heires and assignes and euery of them by these presents: That he the said R. S. or his heires, at his or their or some of their owne proper costes and charges, shall and will before the feast of ec. next coming after the date hereof, well and sufficiently comey and assure, or cause ec. (vt supra like in all thinges to the making of the conueyance made by the said F. M.) which conueyance and assurance so to be had and made of the said manor of C. ec. & other the premisses last before mentioned, or of any part or parcell thereof, as is aforesaid, And all other conueyance and assurance thereof, or of any part thereof to be had or made, at any tyme or tymes on this side or before the feast of ec. shalbe, & all persons standing or being seised of or in the said premisses last mentioned, or of any part thereof, at all tymes from and after the said feast, or from or after the said conueyance and assurance last mentioned so had and made, as is aforesaid, which soeuer shall first happen shall stand and be thereof and of euery part and parcell thereof seised to the uses, intentes and purposes, hereafter in these presents expressed and declared, and to or for none other vse, intent or purpose: That is to say, to the vse and behoofe of the said R. S. and of his assignes, for and during the terme of hys naturall lyfe, without impeachment of any manner of waste. And from and after

the decease of the said R. S. to the vse and behoefe of the ex-  
ecutors, administrators and assignes of the said R. S. for  
and untill the full end and terme of sower yerres next and  
immediatly insuing the decease of the said R. S. and from  
and after the said terme of sower yerres being fully ended  
and expired: Then to the vse and behoefe of the said C. M.  
and W. and of the heires males of the bodie of the said W.  
by the said C. M. lawfully begotten. And for default of such  
issue, then to the vse and behoefe of the heires females of  
the said W. by the said C. M. lawfully begotten. And for  
default of such issue, then to the vse and behoefe of the heires  
of the bodie of the said W. lawfully begotten. And for de-  
fault of such issue, then to the vse and behoefe of C. S. wife  
of H. S. and J. W. now wife of J. W. other two of the  
daughters of the said R. S. and of the heires of their two  
bodies lawfully begotten. And for default of such issue, then  
to the vse of such person and persons and their heires, as the  
said R. S. shall by his last will and testament in wryting,  
or by any other his dedde Indented by him to be sealed and  
subscribed with his name and proper hand wryting shalbe  
to that ende named and appointed, & that in such sort with  
such limitations and conditions, as herein shalbe named  
and appointed. And for want of wryting and such last will  
and testament, and after thole and estates herein before in  
these presents limitted or expessed being fully ended: Then  
to the only vse & behoefe of the said R. S. and of his heires  
and assignes for ever, and to none other vse, purpose, or in-  
tent. Provided alwaies, that if &c. C. M. vi supra ex parte  
F. M. (H) And moreouer it is couenanted, granted, con-  
cluded, condiscended, and fully agreed, by and betwene the  
sayd parties to these present Indentures, and euery of the  
said parties for him selfe, his heires and assignes doth coue-  
nant, graunt, conclude, and agree, to and with the other of  
them, their heires and assignes, and euerie of their heires  
and assignes & euery of them by these presents, that aswell  
the said J. W. and R. S. and their heires, and theires and  
assignes

assignes of either of them, as al and euery other person and persons now standing or being seised, or which at any time or times from or after the said feast of *sc.* next coming after the date hereof shall stand or be seised, of, or in the said manors, messuages, landes, tenements, and other the premisses before in these presents mentioned or expressed, or euery or any part or parcel thereof, which before the said feast of *sc.* next coming shall not be sufficiently conveyed and assured vnto the said *T. C.* and *A. C.* and their heires, to the seuerall uses, purposes and intentes herein before expressed at all and euery time and times, from and after the said feast of *sc.* next coming, for the considerations aforesaid shall stand and be seised, of, or in the same & euery part and parcell thereof, to the uses, purposes and intents before here in these presents expressed & declared, according to the intent & true meaning of these presents, and to none other uses, intentes & purposes: any matter or thing to the contrary thereof in any wise notwithstanding. In witnesse whereof the parties aforesaid to these present Indentures interchangably haue set their handes and seales. Dated the day and yere first aboue written.

Se<sup>7</sup>. 26.      ¶ Covenants of Maryage, and for  
a Iointure.

(A) **T**His Indenture made *sc.* betwene *K. C.* of thome partie, and *J. C.* of thother partie. Witnesseth that for a Maryage by the grace of God hereafter to be had and solemnized betwene *F. C.* and *A. C.* one of the daughters of the said *K. C.* on thother partie. And also for diuers other causes & considerations hereafter in these presents expressed either of the said parties *sc.* do covenant *sc.* That is to say: First he the said *J. C.* doth covenant *sc.* that he the said *F. C.* before *sc.* shall by the grace of God marry *sc. C. A.* if they so long tyme, and the said *A.* will thereunto consent and agree, and the lawes of God and holy Church will the same permit and suffer. And likewise the said *K. C.* for him *sc.* doth covenant *sc.* That the said *A. C.* his daughter, before

C ij

the



the said leaſt of &c. ſhall likewise by the grace of God mar-  
rie, elpoule, and take to husband the ſaid J. C. if they ſo  
long lyue, and the ſaid J. will thereunto conſent and agree,  
and the lawes of God and holy Church will the ſame per-  
mit and ſuffer. For and in conſideration of which mary-  
age ſo to be had and ſolemnized betwene the ſaid parties in  
forme aforeſaid, And ſoꝛ and in conſideration of the ſumme  
of ſiue C. Markes of &c. befoꝛe hand paied, whereof the ſaid  
&c. And ſoꝛ the naturall loue and affection which the ſaid  
J. C. beareth vnto the ſaid J. his bzother and heire appa-  
rant, And ſoꝛ a Jointure to be made after marriage had to  
the ſaid A. the intended wiſe of the ſaid J. and ſoꝛ the ex-  
tinguiſhment of one annuall rent oꝛ annuitie of x.li. oꝛ  
thereabouts, claimes by the ſaid J. out of the landes,  
tenements, and hereditaments of the ſaid J. C. by reaſon  
of the laſt will and teſtament of J. C. deceaſed his late fa-  
ther and otherwiſe, and alſo ſoꝛ diuers other good conſide-  
rations him moving, he the ſaid J. C. ſoꝛ him, his heires,  
executoꝛs, and adminiſtratoꝛs, and euerie of them doth  
by theſe preſents covenant, graunt, promyle, and agree,  
to and with the ſaid R. C. his heires, executoꝛs and ad-  
miniſtratoꝛs, and euerie of them, that he the ſaid J. C.  
is lawfully ſeiſed of an eſtate of inheritance, of and in the  
manoz of J. &c. and of and in diuers &c. of the clere perely  
value of an hundred pound oꝛ moꝛe. And that he the ſaid  
J. C. his heires oꝛ aſſignes, within ſortie dayes next  
after the ſolemnization of the ſayd maryage to be had  
betwene the ſaid J. and A. in forme aforeſaid, ſhall make  
and execute, oꝛ cauſe to be made and executed vnto the ſaid  
J. C. and A. his intended wiſe, one good, ſure, lawfull  
and ſufficient demile oꝛ leaſe in wyting ſoꝛ the lyues of the  
ſaid J. and A. and the longer lyuer of them. And ſhall  
thereupon execute eſtate of the ſame by liuerie of leiſin,  
and by atturnement of all the tenants thereof, oꝛ otherwiſe  
in due forme of law make ſufficient aſſurance and con-  
ueyance of all that the ſaid manoz of &c. and of &c. Except  
&c.

ec. To haue and to hold the said manor of J. and all the landes, tenementes, and other hereditamentes, with the appurtenaunces therunto belonging or appertayning, (except before excepted) to the said J. C. and A. his intended wyfe for terme of their two lyues, and the longer lyuer of them, reseruing in the said lease to the said J. C. and his assignes during his life the yerely rent of twenty poundes at vsuall feastes in the yere to be paid: That is to say, at the feast of Saint Philip and Jacob, and at the feast of Saint Michaell tharchangell by even porcions, with a clause of distres & nomine pæne to be conteyned in the said lease, That if the said rent or any part thereof be behind at any of the said feastes, during the lyfe of the said J. before limited, and by the space of fortie dayes after, it being lawfully demaunded, that then the said J. C. and A. his wife, and the longer lyuer of them, shall forsait and pay to the said J. C. his heires and assignes, ouer and aboue the said rent so being behynd and vnpaid five poundes of lawfull English money nomine pæne, and with a clause of distresse, aswell for the said summe of v. li. nomine pæne, as for the said yearly rent of xx. pound so to be reserued by the said lease. And also wyth a covenant to be conteyned wythin the said lease on the behalfe of the said J. and A. that the said J. and A. and the longer lyuer of them shall from thence forth sufficiently repaire, vphold, maynteine and keepe the said manor and all other the premises with their appurtenances together wyth all the buyldinges, leadickes, walles, bankes and fences belonging to the same, in all manner of necessarie and needefull reparations, when and so often as neede shall require, during the said estates for lyfe of the said J. and A. and the longer lyuer of them before limited, at the proper costes and charges of the said J. and A. and the longer lyuer of them. And that the said J. and A. and the longer lyuer of eyther of them, shall also during the said estates of

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the

the longer tyme of them pay all maner of outrentes due to be paid and going out of the premises before limited, for the better perfecting and assurance of which said lease, and for the assurance of a Jointure to be made to A. now wife of the said J. C. and for the extinguishing of all titles of Dower of the said A. now wife of the said J. in all the hereditaments in F. and B. aforesaid, and in all other the manors and hereditaments of the said J. C. And for the defeating and making voyde of all former supposed ancient intailes whatsoever of the said manors, landes, and hereditaments before leased by these presents, in manner and forme aforesaid, whereby the said lease may the better be perfected and made sure, without any scruple or doubt in law, And for the establishment of a great part of the inheritance of the said J. hereafter mentioned to the heires males of his house: (B) And for diuers other good causes and considerations him mouing, he the said J. C. doth further couenant &c. that he the said J. C. and the said A. his wife, at the onlie costes and charges in the law of the said Sir R. C. and his heires, shall within one halfe yere next after the marriage aforesaid, acknowledge and leuie a fine with proclamations in due forme of law, according to the common course of fines in such cases vsed, unto J. T. R. S. H. A. and A. C. as well of and in the said manor, and all other the premises with the appurtenances in F. and B. aforesaid, being now of the value of £. ii. as also of the manor of T. with thappurtenances, ouer and aboue all yerely charges and reprises, by the names of the manors of F. and T. with thappurtenances &c. or by the lyke names in effect, by which fine with proclamations or the like in effect so to be leuied and knowledged in forme aboue said, hee the said J. C. shall knowledge the same manors and all other the premises with the appurtenances by the names aforesaid, or the like in effect, to be the ryght of the sayd conisees, or one of them, as that the sayd conisees haue of his gyft. And by the same fine shall remyse,  
release

release and quyte clayme the sayde manors, landes, tenementes and hereditamentes, and all other the premisses with their appurtenances, from him and his heires to the said conisees and their heires or to the heires of one of them for ever. And further shall by the same fine so to be lemped and knowledged in forme aforesaid, warrant the sayd manors, landes, tenementes, and hereditamentes, and all other the premisses with their appurtenances to the sayd conisees and their heires for ever against all men: which sayde fine with proclamation or the like in effect, so to be lemped and knowledged for the consideration abovesayde shall bee, and the complies therein named, their heires and assignes shall stand and bee seyled by vertue and force thereof to the severall uses and intentes, and upon the considerations thereof in these presentes hereafter generally expressed and declared, and to none other use, intent or purpose: That is to say, of and in the sayd manor of J. &c. and of &c. to the use and behoofe of the sayd J. C. and of the heires males of the body of the same J. lawfully begotten. And for default of such issue to the use and behoofe of the sayd J. C. and of the heires males of his body lawfully begotten, and for default of such issue to the use and behoofe of the sayd J. C. and of his heires for ever. And of and in the sayd manor of T. &c. and of all &c. to the use and behoofe of the sayd J. C. and A. with his wife and of the heires males of the body of the sayd J. C. begotten, for and in full recompence and satisfaction of all tytes of dower and portuise of the sayd A. of and in allfeinements &c. And for default of such issue, then to the use and behoofe of the sayd J. C. and of the heires males of his body lawfully begotten. And for default of such issue then to the use and behoofe of the sayd J. C. and of his right heires for ever. (C) And the sayd J. C. &c. doth covenant &c. that the



the said manors of *J. &c.* now be, and at the time of the  
 sayd lease and assurance to be made, shall be and so  
 shall and may continue and be for ever hereafter clea-  
 ly acquitted, discharged &c. and incumbrances whatsoener  
 had, made or done by the sayd *J. C.* or by any others for  
 him, in his name or by his meanes, assent or procure-  
 ment &c. And that the sayd *J.* and *A.* and their assignes  
 paying the aforesayd rent of twentie poundes, at the  
 feastes aforesaid, shall, and may during their liues and  
 the longer lyuer of them at all times from and after the  
 sayd marpage so had and solemnized, haue, hold and en-  
 ioy the sayd manor of *J. &c.* (except before excepted)  
 according to the intention of the lease aforesaid, with-  
 out any lawfull let or interruption of the sayd *J. C.* his  
 heires or assignes. (D) Provided alwayes, and it is  
 covenanted, graunted, condiscended, concluded and fully a-  
 greed betwene the sayd parties to these presentes, that  
 if the sayd *J. C.* or any the heires males of the body of  
 the sayde *J.* lawfully begotten at any time hereafter  
 shall earnestly and effectually by open dede or act in-  
 tend, go about or attempt any act or thing, dede or  
 deuise to be done or suffered, whereby the said manors  
 of *J. and &c.* or whereby any use or vles, estate or es-  
 tates of the same manors, or any of them, or any part  
 of any of them, or other the premisses in the said towncs  
 last recyted, or any of them should, might or shalbe  
 discontinued, aliyened, auoyded, changed or determy-  
 ned, or otherwise shal charge or incumber the same ma-  
 nors or any of them, or any part of any of them, or o-  
 ther the premisses in the sayd towncs of *J. B. C. F.*  
*W. H. A. and S.* aforesayd, otherwise then with such  
 charges and incumbrances as shall onely endure during  
 the lyfe of the said *J. C.* or during the onely lyfe or  
 liues of such heires as so shall charge or incumber, as

is aforesaid, or otherwise then with such incumbrances by leases, as be now left at the libertie of the same J. to do by these presentes, or with leases of the sayd manor of T. or of any parcell of the premisses in T. J. A. W. K. and S. for twentie one yerres at the most, whereupon the accustomed rent or more shall bee reserved and payable during the termes thereof: That then and from thenceforth the vse of the same J. C. and A. his wife and of the heires males of the body of the sayd J. in such of the premisses as shall bee enterprised and vled contrary to the true meaning aforesayd, shall from thenceforth cease. And then and from thenceforth the sayd J. T. K. K. H. W. and A. C. and their heires shall stand and be seised of the same manors and other the premisses, and euery part of euery of them so enterprised or vled, contrary to the meaning aforesayd, to the onely vse of the same J. and the heires males of the body of the same J. lawfully begotten. And for default of such issue to the vse of the right heires of the said J. C. for euer. Prouided also, and it is covenanted, graunted, condiscended, concluded and fully agreed betwene the said parties to these presentes &c. (vt supra for the other landes). And for the preferment of the heires males of the bodie of the sayd J. C. in remainder after the death of the sayd J. C. hauing issue male of his bodie, he the sayd J. C. doth further covenant, graunt, condiscend and conclude for him his heires, executors, administrators and assignes, to and with the said K. C. his heires, executors, administrators and assignes by these presents, That if it fortune that the sayd J. C. at any time hereafter duringe his life to haue any issue male of his bodie lawfully begotten, that then he the sayd J. C. his heires, executors or administrators within one yere next after such issue male of his body so had, and it being then in life, shall upon the

the reasonable request of the said K. and of his heires as well by fine as other good lawfull and sufficient assurance and conueyance in the lawe at thonely costes and charges in the lawe of the said J. C. sufficiently assure and conuey or cause to bee assured and conueyed to certaine scel-les by the same K. his heires or assignes to bee nominated and appointed certaine other lands, tenements and hereditaments to the full and clere yerely value of xx. li. ouer and aboue all charges and reyses to the onely vse of the sayd J. C. for terme of his life without impeachment of wast. And after his death then to the vse and behoofe of the same J. and of theires males of his body lawfully begotten, for and vntill such time as the same J. shall haue issue of the body of him the said J. and the said A. lawfully begotten. And after to thuse of the same J. for terme of his life, without impeachment of wast, And after his death to the vse of the heires males of the body of the sayde J. lawfully begotten of the sayd A. And for default of such issue to the vse of the right heires of the same J. for euer discharged or otherwise from time to time thenceforth to be saued harmeles of al Incumbrances had, made, suffered, procured or done by the same J. or his heires, In witness whereof &c.

## Sect. 27. Covenants of Mariage.

(A) **T**His Indenture made &c. betwene B. S. D. W. and L. S. on thone partie, And T. D. the elder and K. T. on the other partie. Witnesseth that where the said B. by Gods grace shall shortly marry and take to his wife A. B. wyddowe, And likewise the said A. &c. In consideration of which marriage to bee had and solemnized, it is couenanted &c. (that is to say) the sayde B. S. D. W. and L. S. and every of them for &c. that the sayde B. at and immediately after his decease shall leaue unto the sayde A. to her owne proper vse, if she be the lyving, all & singular such lease and leases, goods, cattels, place, iewels & money as she shall bring with her to thuse or posses-

possession of the said *D.* The true values whereof bene expressed, and do appeare in an inventory indented to these presentes annexed or the true value of the same according as the same are valued in the said inventory without any willfull wast, spole, distruction or diminution thereof or of any part thereof to be had, made or done of, in, or upon the same or any part by the said *D.* or any other by his procurement or meanes to thintent to defraude the same *A.* or her assignes of the same. And also that he the said *D.* shall then at the time of his decease leaue, giue or lawfully conuey and assure vnto the said *A.* to her proper vse, goods, cattels, plate, iewels and ready money of the proper goods of the same *D.* to the value of 200. li. &c. ouer and aboue the said leases, goods, cattels, plate, iewels and money specified in the same inventory, without any fraud or guyle by him &c. done or wrought therein to defraud her of the same. And also shall immediatly after his decease leaue, giue, bequeth or by other lawfull meanes in the laive assure and conuey to the said *A.* to her proper vse all the ferme or *Manor* of &c. and all his lease or terme of yeres that he hath or then shall haue in &c. and that therexecutors or administrators of the said *D.* shall within one halfe yere next insuing after his decease well and truly deliuer or cause to be deliuered to the hands, vse and possession of the said *A.* the said goods &c. to the said value of 200. li. and euery part thereof. And that the executors or administrators of the said *D.* within one halfe yere after his decease, shall deliuer vnto the said *A.* the Indenture of the said lease of the said *Manor* of &c. whole, safe and vncancelled and in full force and strength, for as many yeres as shall be at his decease to come of the aforesaid terme, without any act, thing or things, fraud or couin by him or them or any of them to bee done or willingly suffered to the contrary. (B) And furthermore the said *D.* *S. M. W. L.* and *L. S.* for them &c. conenant &c. That if it shall fortune the said *D.* at any time after the spotfall and marriage had betwene him and the said *A.* during their



their two lines to purchase, obtaine, get or have any lands, tenements, possessions or hereditaments in fee simple or any estate of inheritance that then the said W. shall within reasonable time after the sayd purchase, obteynning or getting of the sayd lands, &c. from time to time cause the same lands &c. to be assured & made sure to the sayd W. and A. and to theires of their two bodies lawfully begotten, and for default of such heires to the right heires of the said W. (C) And furthermore the said W. S. W. and L. S. for them &c. covenant &c. that if the said W. at any time hereafter by the consent of the said A. shall purchase or buy any manors, lands, tenements or hereditaments with the money, goods, Jewels, plate or cattels before by these presentes covenanted and agreed to be left unto the said A. being mentioned in the same inventory, that then the said W. shall assure and convey, or cause to be assured and conveyed all the sayd &c. with their appurtenances so to be purchased and bought at a reasonable time after or upon the purchase hereof so had and made to the said W. and A. and to theires of their two bodies betwene them lawfully begotten, And for default &c. (vt supra.) (D) It is fully covenanted, concluded and agreed betwene all the said parties by these presentes, that if the sayde W. shall at any time hereafter by consent of the said A. bestowe and employ all or any of her sayd goods, cattels, money, plate, Jewels or leases before by these presents covenanted and agreed to be left to the same A. in, or upon the purchase of the manors &c. and upon or after the sayd purchase to do, assure and convey the same manors &c. to the said W. and A. so purchased and to theires of their two bodies lawfully begotten, and for default &c. to theires of the survivors of them that then the said W. S. W. and L. their heires &c. and executors &c. of every of them after the same purchase and assurance so had and made to the said W. & A. in manner & forme aforesayd, shall be discharged of the payment & delivery of so much of y<sup>e</sup> same money &c. above limited to be left unto her

as

as the same manors &c. so purchased & assured to the said J. & A. and to their heires also: said, shalbe duly proued to haue cost at the time of the buying & purchase of the same without fraud, couin or guile any thing reherled to the contrary &c. (E) And furthermoze the said J. S. P. & L. &c. covenant &c. that he the said J. nor his assignes nor any other person or persons by his or their meanes, consent or procurement shall do or commit or wilfully permit or suffer to be done any act or acts, thing or things whereby such lease or terme of yerres as M. B. late husband of the said A. did giue unto the said P. B. their daughter after the decease of the said A. by his last will and testament might bee determined surrendred extinct or impeyred, but that the sayd manor, lease & terme of yerres immediatly after the decease of the said A. shall and may come to the said P. according to the will and testament of the said M. B. And also shall deliuer unto the sayd P. at the day of her marriage or within a competent time after the residue of all such goods, money, plate or household stuffe as the said M. B. her late father did bequeth to her by his last will and testament being duly proued to haue comen and remaine & be in the hands or possessions of the said J. & A. And further the said J. S. P. & L. &c. covenant &c. p if it shal fortune the said A. to decease or depart this mortal world before the said J. without any issue of their two bodies betwene them lawfully begotten, that then the sayd J. within one moneth next insuing after the decease of the said A. shall giue and pay or cause to be payd to the said P. xl. pounds &c. to buy a nest of goblets, And further, if it shal fortune the said A. to decease before the said J. that then the said J. shall lycence the said A. before her decease, to declare and make her last will and testament in writing and by the same to giue and bequeth to any person or persons legacies to the value of &c. at her pleasure, And the same last will and testament so made and declared &c. the sayde J. shall in all things performe and fulfill according to the tenor and true mea-

meaning of the same. In witnesse &c.

Sect 28. Covenants of Mariage.

(A) **T**His Indenture &c. witnesseth that in consideration of a marpage to be had and solemnized betwene **W. T.** sonne and heire apparant of the said **W. T.** and **A. K.** one of the daughters of the said **W. K.** and for byvers other causes and considerations hereafter expressed it is covenanted and graunted, concluded and agreed, by and betwene the said parties to these presents in maner and forme following. And first the said **W. T.** for himselfe &c. doth covenant &c. That the said **W. T.** at or before the first day of June next insuing the date hereof shall (by the grace of God) marry and take to his wife the said **A. K.** if she wil thereunto assent, and the lawes of the Church will that permit. (B) And that he the said **W. T.** his heires or assignes before the said first day of J. at the reasonable costes and charges in the lawe of the said **W. K.** his executors or administrators, shall and will make or cause to be made such a good, sure, sufficient and lawfull estate of all his manors and Lordships of **W. K.** unto **W. T. J. K. K.** and **W. K.** and their heires for ever, as shalbe reasonably demised, advised or required by the said **W. K.** or his heires, or by his or their counsaill learned in the lawes of this Realme to the onely use and behoofes hereafter in these presents declared, that is to wit, that the said feoffees their heires and assignes shall stand and be seased of all the said manors, tenements, hereditaments and premises with thappurtenances in &c. to the use and behoofe of the said **W. T.** and his heires for and until the day of the solemnization of the said marpage, And from and after the solemnization of the said marriage to thonly use and behoofe of the said **W. T.** and **A.** for and during their two lives, and during the life of the longer liuer of them, And from and after their deathes to the onely use and behoofs of the said **W. T.** and the heires males of the body of the said **W. T.** of the body of the said **A.** lawfully begotten, And for default of such issue male, the to  
the

the use and behoofe of the said B. T. and the heires males of his bodie lawfully begotten. And for default of such issue male, then to the use of the right heires of the said B. T. and his heires for ever, (with a covenant to save harmlesse) Except the Jointure or Dowry, or title of jointure or dowry of A. now wife of the said B. and except all leases for yeeres or yeares ec. And except all such ancient estates talle as have bine heretofore made of the said tenementes and premisses, or of any part thereof, by any auncestor or auncestors of the said B. And except all such ancient waies and commons of pasture, estovers, quarrie and turbarie, as have time out of minde bine rightfully had and used, in or throught the same or any part thereof if any such be. And except the chiefe rents and services and other rents of ancient time due and accustomed to be paid, hereafter to become due or payable out of or for the premisses or any part thereof.

¶ Here may be added Covenants of being seised &c. and of further assurance to the uses aboue said &c. and for quiet inioying &c.

And of and in one other tenement in ec. to thuse of the said B. during his life, and after the decease of the said B. then to the use and behoofe of the said T. T. & of the heires males of his bodie of the bodie of the sayd A. lawfully begotten, and for default of such issue, to thuse of the issues females of the said T. T. of the bodie of the said A. lawfully begotten, for and during the space of so many yeeres after the deathes of the said T. T. and B. as there shalbe several issues females of the bodies of the said T. T. and A. lawfully begotten lyving after the deathes of the said T. T. and B. if there shalbe then lyving more then one and under fyve such issues females. And if there shalbe lyving after the death of the said B. and T. T. without issue male of the bodies of him and the said A. lawfully begotten fyve or more such issues females of their bodies lawfully begotten, then to the use of the said fyve or more such issues

D j

females



females of their bodies lawfully begotten, for and during  
 iiij. yerres next after the deathes of the said **B.** **A.** and **B.**  
 And if after the deathes of the said **B.** and **A.** without  
 issue male of the bodies of the said **B.** **A.** and **A.** lawfully  
 begotten, there shal be lyving one only such issue female of  
 their bodies lawfully begotten: Then to the onlie vse  
 and behoefe of the same one such issue female during the  
 space of two whole yerres next after the deathes of the said  
**B.** and **A.** And if at the death of the said **A.** the said  
**B.** being then dead, there shalbe no issue male or female of  
 the bodies of the said **B.** **A.** & **A.** lyving, Then to the only  
 vse of such his daughter or daughters being borne alyue,  
 as the said **A.** shalbe with childe with by the sayd **B.**  
**A.** at the time of his death during the space of ij. yerres next  
 after the deathes of the said **B.** **A.** and **B.** if the said daugh-  
 ter or daughters or any of them so long do lyue. And from  
 and after the ende of such yerres as be so hereby before ly-  
 mitted to the vses of the said issue or issues female of the  
 bodies of the said **B.** **A.** and **A.** lawfully begotten after the  
 death of the said **B.** to the vse of the said **B.** and of the  
 heires males of his bodie lawfully begotten. And for de-  
 fault of such issue male, then to thuse of the next issue male  
 of the bodie of the said **B.** lawfully begotten, and of the  
 heires males of his bodie lawfully begotten. And for de-  
 fault of such issue male, then to thuse of the next heire male  
 of the said **B.** and the issue male of the bodie of that heire  
 male lawfully begotten. And for default of such issue male,  
 then to thuse of the said **B.** and his right heires for ever,  
 and to or for none other vse, intent or purpose. (C) Pro-  
 uided alwaies and vpon condition following, and neuer-  
 thelesse it is the true intent and meaning of these present  
 Indentures, and of all the parties to the same, and of all the  
 assurances hereafter to be made by the said **B.** of the sayd  
 manors, landes, tenements and hereditaments with thap-  
 purtenances in **S. B. S. C. P. B. S. T. H. P.** aforesaid, &  
 of every or any part thercof, that it shal and may be lawfull  
 at

at al times hereafter during the life of the said B. to graunt & assure vnto L. W. yonger sonne of the said B. one yerely rent or rent charge of xx. Marks of lawfull englysh money, with a clause of distress for the same to be issuing, perceined, had and taken by the said L. or his assignes, from such time as it shall please the said B. by his said graunt to lymit the same yerely to begin during the lyfe of the said L. or during any number of yeres that the said B. shall therefoze set downe, name or appoint, if the said L. shal so long lyue, out of all or any of the said manors, lands, tenements or hereditaments in S. A. S. G. P. A. S. H. H. and P. or any of them, or out of any part of them, or of any of them.

(D) And that it shal and may be lawfull & to for the said L. W. and his assignes, according to the purpose and meaning of such graunt of the said rent so to him to be made, as is aforesaid, to distraine for the said rent and arerages thereof in any part of the said last recited premisses: any thing in in these presents conteyned, or any conueyance or assurance herefter to be had or made of the premisses, or any part thereof to the contrary in any wise notwithstanding.

(E) And the said B. W. for hym selfe &c. doth couenant &c. that he the said B. his executors or assignes, shall and will either by his last will and testament or otherwise, as shal be reasonably deuised by the said L. W. thirder, his heires, &c. or by his or their counsel learned in the lawes &c. giue, conuey & assure all or so much of those messuages, houses, lands &c. which the said B. & his assignes now haue, hold & occupy, wthin the towne, fields, parish & territories of S. A. aforesaid, by demise, graut or lease from y. M. Maiesstie that now is for the terme of any yeres, to the said L. W. and his heirs males immediately from & after y. death of the said B. And that he the said L. W. shal & may from & after the death of the said B. haue, hold, possesse & enjoy y. same lease, lands, tenements &c. from & after the death of the said B. & that the said L. W. shal then be (if he the said L. W. so long do lyue) discharged or saved harmless of & from all former

bargaines, graunts, leases, charges & Incumbrances what-  
 soever heretofore sithence the vi. day of Feb. last past before  
 the date hereof, and hereafter to be had, made, done, know-  
 ledged, or willingly suffered of the same premises or any  
 part thereof by the said B. or his assignes, with a proviso  
 or condicion in such conveyance or assurance thereof to be  
 contained, that the said W. W. shall assigne so much of the  
 said terme as shalbe to expend at the time of his death to  
 the heires males of his bodie lawfully begotten. (F) And  
 that he the said B. or his assignes, shall and will at his and  
 their owne proper costes and charges, give, finde and allow  
 to the said W. W. and A. & to one man servant, one woman  
 servant, and all such children as shalbe had and begotten  
 betwene the said W. W. and A. during xij. yeres next insu-  
 ing the day of the solemnization of the said maryage, if the  
 said B. so long do live, such sufficient, necessarie, and con-  
 venient houserwone, meat, drinke and lodging, at or in the  
 now dwelling house of him the said B. W. in S. B. afoze-  
 said or else where the said B. shall remaine and dwell, as he  
 the said B. W. shall provide for himselfe and his familie.  
 And that he the said B. shall lykewise during the said xij.  
 yeres, if either the coverture betwene the said W. W. and  
 A. so long do continue, or the said A. surviving the said W.  
 W. do keepe her selfe so long a widdow, give, finde & allow  
 to them the said W. W. and A. and to the said A. surviving  
 the said W. W. such convenient stable roome, hay, provender,  
 straw and grasse for two geldinges, horses or mares of the  
 said W. W. or A. him surviving during the said space of xij.  
 yeres next insuing the day of the solemnization of the said  
 maryage, if the said B. so long doth live, and in such place  
 and maner, as the riding horses, geldinges and mares of the  
 said B. W. shall have stable roome, provender, hay, straw &  
 grasse during the said time, or if either the said B. shall dis-  
 lyke or refuse to yelde, to and for the said W. W. and A. their  
 said children, servants & horses such allowance as is afoze-  
 said, or the said W. W. & A. or the said A. surviving the said  
 W. W.

**H.** shall vnderwrite or residue to accept or take such allowance, as is aforesaid, that then the said **B.** every yere of the said **xj.** yeres, in which he shall not yeld to them such allowance, as is aforesaid, if the said **B.** so long do lyue, shall for the same pay or cause to be paid vnto the said **A.** & **A.** during the coverture and to the said **A.** suruyving & keeping her selfe so long a widow v. li. of lawfull englysh money in the now dwelling house of the said **B.** in **S.** **B.** aforesaid, at the feastes of Whiterose and S. Martin the Bishop by even porcions. (G) And y<sup>e</sup> said **A.** & **H.** theder for himself his executors & administrators doth covenant, promise & agree, to and with the said **B.** & his executors and administrators, that the said **A.** & **H.** shal and will by the grace of God, at or before the said **vj.** day of July now next comming marrie and take to her husband the aforesaid **A.** & **H.** if the said **A.** & **H.** will thereunto assent & agree, & the lawes of the Church will that permit and suffer &c.

¶ Here may be expressed such further considerations as bine yelded on the daughters behalfe, and such other covenants and conditions as shalbe requisite on that part.

**Sect. 29.** ¶ Covenants to make a Iointure.

(A) **T**his Indenture made &c. betwene **W.** **H.** &c. of the one partie, and **A.** **S.** and **J.** **L.** of the other partie, Witneseth that the said **W.** **H.** for and in consideration of a Iointure to be made to **J.** his wife, for himselfe &c. covenanteth &c. that he the said **W.** **H.** his heires and assignes, before the feast day of &c. shall make or cause to be made to the said **A.** **S.** and **J.** **L.** a god, perfect, sure, and sufficient estate in the law in fee simple, of and in all his manors of &c. &c. To have and to hold the said manors, landes, tenementes, and all and singuler the premises with the appurtenances to the said **A.** **S.** and **J.** **L.** to thonly use of the said **W.** **H.** & **J.** **L.** his wife during the life of the said **J.** and to the heires of the said **W.** **H.** for ever. And for further assurance, contentie & sure making of the said manors, landes, tenementes



and all other the premisses to be had and made to the Lady  
 D. and J. and to their heires to thuse and intent afore said.  
 The said W. H. for him &c. covenanteth &c. that he the said  
 W. H. his heires & assignes from time to time, and at all  
 times during the space of &c. vpon reasonable request &c.  
 as in covenants of further assurance and saving harme-  
 lesse, Except the verely tenthes, customes & services to which  
 hereafter shalbe due & going out of the premisses, or of any  
 part or parcel thereof, to the Quene our soweraigne Lady,  
 or to the Lord or Lordes of the see or sees. And except all  
 leases & graunts by copie of Court roll of the same manor  
 made or to be made, whereupon the accustomed rents here  
 or shalbe reserved &c. And that the said manor &c. with & at  
 the making of the said assuarante shalbe of the cleere verely  
 value of &c. ouer and above all charges & reppres, & so shall  
 and may continue & be during the lyfe natural of the said J.  
 without fraude or couin. (B) And the said W. H. for him  
 selfe &c. covenanteth &c. as in covenants that all other  
 conueiances shalbe to the vses abouesaid. Provided  
 alwaies and vpon condition following: And it is fully con-  
 cluded & agreed by and betwene all the said parties to these  
 presents: That if the said J. S. suryuing the said W. H.  
 her husband, withintion monethes after the decease of the  
 said W. H. do not by her sufficient dede or dedes & lease &  
 surrender to him or his heires or assignes, and assignes of  
 the said W. H. for euer, all her estate, right, title, interest &  
 demaund, of, in and to all landes, tenements and heredita-  
 ments to thappertinances, which he & said W. H. during  
 the continuance betwene him & the said J. was seized of such  
 estate as the said J. might therof lawfully be endowed,  
 other then the said manor, landes, tenements and heredita-  
 ments aboue in these presents mentioned, to be assured unto  
 her for her said jointure. That then immediately from and  
 after the death & expiration of the said J. without then next after  
 the death of the said W. H. without delay, as is abovesaid  
 being so made, the said dedes & the surrender of them & by  
 heires

heires shalbe sealed to thonsy or of the right heires of the  
said W. D. and of their heires for ever: and thing at their  
prelents conteynted to the contrarie thereof in any wyse  
notwithstanding. In witnesse &c.

Set 30. f. Covenants of Matyage, and to leuie a  
fine and suffer a recouerie.

(A) THIS Indenture in wrytten ec. betwene C. D. and C.  
D. on the first partie. And C. D. and J. D. on the  
second partie. And J. W. and J. R. E. B. & P. R. on the  
third partie. Witnesseth that it is covenanted, concluded &  
agreed by and betwene the said C. D. and the said C. D. in  
manner and to the following: What is to say, the said C. D.  
on his part doth covenant ec. that the said C. D. shal mar-  
rie ec. And in like manner the said C. D. ec. that the said J.  
D. shal marrie ec. In consideration of which said marriage  
the said C. D. doth covenant ec. that he the said C. D. & the  
said C. D. upon reasonable request to them to be made by  
the said C. D. & at the costes and charges in the law of the  
said C. D. shall and will before the feast ec. leuy one fine or  
feuerall fines in due forme of law to the said E. B. & P. R.  
of all those the late Monastery, abbey, manor & rectorie ec.  
And of all other manors ec. by any name or names what-  
sover. By which said fine or fines the said C. D. & C. D.  
shal recognize the said manors and premisses to be the right  
of the said E. B. as those which the said E. B. & P. R. have  
of the gift of the said C. D. & C. D. & the same shal remitte &  
quite claime from them and their heires to the said E. B.  
and P. R. and the heires of the said E. for evermore. And  
furthermore the said C. D. and C. D. shall graunt for  
them and the heires of the said C. D. that they shall war-  
rant to the said E. and P. and the heires of the said E. the  
manors, tenements and rectorie aforesaid with thappur-  
tenances against all men for evermore. (B) And it is  
fully concluded covenanted ec. that the said E. B. and P.  
R. shall from and immediately after the leuying and ingros-  
sing of the said fine or feuerall fines or eyther of them stand

and be seised of the said manors and premisses, and of every part and parcel thereof. And that the same fine or severall fines shalbe to the use of the said T. B. and J. K. and the heires of the said T. B. to the onely intent and purpose that the said T. B. and J. K. shall stand and be assigned perfect tenants of the freehold of the said manors and premisses & of every part thereof, untill a perfect recovery may be lawfully had and executed of the manors & premisses against the said T. B. and J. K. (C) And the said G. S. doth covenant &c. That the said J. W. and the said J. K. or any other person or persons which the said C. D. shall nominate and appoint, shal & may at the costes & charges in the law of the said C. D. his executors or assignes, commence & prosecute one writ or severall writs of Entre sur diss. in le Poit, after the maner and course of common recoveries against the said T. B. & J. K. whereby they should demand against the said T. and J. the said manors lands & premisses, & every part and parcel thereof, by any name or names whatsoeuer, unto which said writ or severall writs the said T. B. and J. K. shall appeare in proper person, or by their attorney or attorneis lawfully and sufficiently authorized. And shall vouch to warrantie the said G. S. and C. T. and that the said G. S. and C. shall appeare upon the same voucher in proper person, or by their Attorney or Attorneis lawfully authorized, and shal vouch to warrantie the common vouchee. And that the common vouchee shall appeare and imparle and afterwards make default, whereby a perfect iudgement may be had and given for the demandants in the same writ or writs against the said T. B. and J. K. for the recovery of the said manors and premisses, and likewise for the said T. B. and J. K. to recover in value against the said G. S. and C. T. after the maner and course of common recoveries in such case used. (D) And it is fully concluded and agreed upon by and betwene al the said parties to these Indentures, for them and their severall heires, and every of the said parties doth severally covenant and

and conclude, to and with thothers & their senerall heires,  
 That the said recoverers & their heires shall from and im-  
 mediately after the knowledging & perfecting of the said re-  
 covery or recoveries, stand and be seised of the Mannors, rec-  
 toyes and premisses, & of every part and parcel thereof, and  
 that the same recovery or recoveries, judgement or judge-  
 ments, recovery and recoveries in value and every thing  
 and matter thereupon proceeding, shal then & from thence-  
 forth be demed, had, taken and in use to thuse and behoofe  
 of the said G. S. and his assignes, for and during all the  
 terme and space of fower score yeres if the said G. S. shall  
 so long live. And after the death of the said G. S. to thuse of  
 E. T. and of the heires which he shall beget of the body of  
 the said J. D. And for default of such issue, to the use of the  
 right heires of the said E. T. for ever. (E) Provided al-  
 waies that the said G. S. and E. T. or either of them shall  
 not be compelled to travaile from the place where they or  
 eyther of them shal remaine or dwell at the time of such re-  
 quest or requests, to be made for the leuying, knowledging  
 or executing of the said fine or fines with a warrāt or war-  
 rants of Atturney, recoveries, or any of them, or for doing  
 and performing of any act or thing thereupon depending.  
 (F) And the said G. S. doth also couenāt &c. That wherreas  
 he the said G. S. hath heretofore by his great and generall  
 conueyance being made for the staying and intayling of  
 the most part of his inheritance assured unto the said E.  
 T. and to the heires males of his body issuing all those &c.  
 that the sayd lands &c. heretofore assured unto the said E.  
 T. and to the heires males of his body issuing, And the  
 sayd lands &c. couenanted by these presents to be conveyed,  
 as is aforesaid, together with all such other manors, lands,  
 tenements and hereditaments, as the said G. S. shall and  
 will in his life time assure and convey unto the said E.  
 T. of an estate of inheritance are now, or at the time of  
 the said fine or fines, and assurance or assurances to be  
 knowledged and made, shall be then of the cleere purely  
 value



value of one thousand pounds ouer and aboue all charges and reppises, and that he the said C. S. hath not heretofore done, nor hereafter shall do any act or thing whereby the sayd manors, lands, tenements and premisses, shal not nor may not after the death of the said C. S. and solemnization of the sayd marriage remaine and continue to such uses, intents and purposes as in this Indenture are mentioned and expessed according to the true meaning hereof. (H) And the said C. S. for the consideration aforesaid, doth further covenant &c. that if a good and perfect assurance and conueyance of the sayd manors, lands, tenements, hereditaments and premisses before mentioned, to be assured by the sayd C. S. and C. W. be not made and sufficiently perfected before the feast of &c. to be assured by this Indenture shall not be contrayed and made sure to such uses, intents & purposes as in this Indenture are mentioned and expessed according to the true meaning hereof: That then and from thenceforth the said C. S. and C. W. & their severall heires and all and every other person and persons and his & their heires which now be, & before the said feast of &c. shal stand or be seised of the said &c. or of any part thereof, by, from or under the said C. S. shall from and immediately after the said feast of &c. and be seised of the said &c. premisses before mentioned, to be assured by the said C. S. and C. W. and of every part and parcel thereof to thules, intents and purposes and upon condition and conditions in this Indenture mentioned and expessed, and to none other use, intent or purpose. (I) And furthermore the said C. S. doth covenant &c. that he the said C. S. and the said C. W. and the heires of the said C. S. shall and will &c. As in covenants of further assurance: unto the said F. W. and F. K. and M. B. and P. K. and to any of them, or their heires, or to the said M. or any of them, or their heires or any other person or persons that the said C. W. shal therunto now or hereafter appoint, unto his and their heires to thules, intents and purposes in this Indenture mentioned & expessed and

and according to the true effect and meaning of these pre-  
 sents. So that etc. (K) And it is further agreed by and be-  
 tween the said parties to this Indenture for them and their  
 heires, and every of the said parties both severally covenannt  
 and conclud to & with the other & their severall heires, that al  
 and every fine and fines, recovery and recoveries, convey-  
 ance and assurance hereafter to be made or executed of the  
 said manors and premises before mentioned, to be assured  
 by the said G. S. and C. T. or of any part or parcel thereof  
 by the said G. S. and C. T. or by the said W. B. and J. K.  
 or by any of them or by any other person or persons by the  
 appointment & nomination of the said C. D. his heires or  
 assignes after the solemnization of the said marriage shalbe,  
 and the said recoveries and their heires shal from and im-  
 mediately after the execution and perfecting of the said reco-  
 very or recoveries of any other estate or estates, or convey-  
 ances thereof, from and after the solemnization of the said  
 marriage stand and be seised of the said manor and premi-  
 ses and of every part and parcel thereof, to thonly uses, in-  
 tents and purposes in this Indenture mentioned and ex-  
 pressed & to and for none other use intet & purpose. (L) And  
 the said C. D. in consideration of the said marriage doth on  
 his part covenant etc. that he the said C. D. upon reasonable  
 request to him to be made by the said G. S. and C. T. or di-  
 ther of them, at the costs and charges in the lawe of the said  
 G. S. and C. T. or of the one of them shal and will before  
 the feaft of etc. levy a fine in due forme of law to the said W.  
 B. and J. K. of al those etc. As in covenants to levy fines.  
 (M) And it is fully covenanted etc. As in covenants limi-  
 ting thuses of fines: And that the same last recyted fine  
 shalbe and inure to thuse of the said W. B. and J. K. and  
 of the heires of the said W. B. and J. K. to thonly intent  
 and purpose that the said W. B. and J. K. shal stand and be  
 adinoged perfect tenants of the freehold of the sayd etc. and  
 premises before mentioned to be assured or conveyed by the  
 sayd C. D. and of every part and partell thereof untill a  
 perfect

perfect recovery lawfully had and prosecuted of the said last recyted manors and premisses against the said E. B. and R. B. according to the course of the common law. (N) And the said C. D. doth further covenant &c. (As in covenants for the knowledging of a recovery vt supra,) And it is fully concluded and agreed by, and betwene &c. as before in the covenant limittting thuses upon the recovery by &c. shall then and from thenceforth be deemed, had and taken and in vze to thuse and behoofe of the said C. D. and his assigns for, and during the terme & space of fourescore yeres then next insuing, if he the said C. D. shall so long live and after the death of the sayd C. D. and after the solemnization of the said marriage to thuse of the said C. D. and of the said J. D. and of the heires of their two bodics lawfully begotten, and for default of such issue to the ble of the said J. and of her heires for ever. (O) Provided alwaies and upon condition following, that the said C. D. shall not bee compelled to trauaile from the place &c. And the said C. D. doth further covenant &c. as in covenants being seiled and quiet enioying, discharged &c. (P) Provided alwaies, and it is so concluded and agreed by, and betwene the said parties to this Indenture, for them and their heires, that it shall and may be lawfull, to, and for the said C. D. for the terme of hir life, in consideration of her dower and in the name of her iointure, to haue and inioy al those lands & tenements in B. &c. And that also it may be lawfull for him the said C. D. to conuey & assure to thuse of the said B. competent & sufficient lodgings within the &c. for her selfe & her family for terme of the life of the said B. any thing in this Indenture to the contrary, notwithstanding. (Q) Provided also and it is &c. that it shall & may be lawfull to the said C. D. to conuey and assure all his said landes and hereditaments in B. D. and L. to B. D. the yonger daughter of y<sup>e</sup> said C. D. for & during the life of the said B. D. & other, wile so grant any rent or annual payment with claufe of distress in the said lands &c. in B. D. and L. to the said B. D.

his

his daughter, for, and during his life and any thing before to the contrary, notwithstanding. (R) And the said C. D. doth further covenant &c. that if a good and perfect assurance and conueiance of the said &c. Manors, Lordships, landes, tenements and premisses before mentioned, to be assured by the said C. D. be not made and sufficiently perfected before the feast of &c. whereby the said &c. last mentioned shall not be conveyed and made sure to such uses, intents & purposes as in this Indenture are mentioned & expressed according to the true meaning hereof: That then & from thenceforth the said C. D. his heires, and all & every person and persons, and his & their heires which now be or before the said feast of &c. shall stand or be seised of the said manors &c. or of any part thereof by from or under the said C. D. shall from and immediatly after the said feast of &c. stand and be seised of the said manors &c. before mentioned to be assured by the said C. D. and of every part thereof, to the uses, intents and purposes and upon condition and conditions in in this Indenture mentioned and expressed & to none other use, intent or purpose. And furthermore the said C. D. doth covenant &c. As in couenants for further assurance &c. that he the said C. D. & his heires &c. (S) And it is fully agreed by and between the said parties to this &c. limiting the said fine & recovery to thuses of this Indenture &c. And the said G. S. in consideration of the said mariage doth covenant &c. that the said G. S. or his assignes shall well and truly content and pay, or cause to be contented and payed unto the said C. D. or his assignes the annuall or yerely summe of 400.li. of lawfull English money at the feastes of &c. by even portions yerely, for, and during the liues of the sayd G. S. and C. D. together for the yerely maintenance of the said C. and J. from the day of their marriage untill the death of the said G. S. (T) And the sayd G. S. doth comenat &c. that if the said annuall yerely summe of 400.li. be not well and truly payd and answered unto the sayd C. D. his heires and assignes at the said feastes of &c.



¶ ec. or within tenne daies next after any of the sayd feastes at any time during the liues of the sayd G. S. and C. T. and during the sayd mariage: that then and from thenceforth the said recouersers and their heires shall stand and be seised of the said Manor of S. and of all other the premisses before mentioned to be assured by the sayd G. S. and C. T. and of euery part and parcell thereof. And the sayd recouerie and recoueries shalbe also deemed and taken to this intent and purpose: That is to say, that it shal and may bee lawfull for, and to the said C. T. and his assignes into the sayd manor of S. and all other the premisses before mentioned, to be assured by the sayd G. S. and C. T. and euery part thereof to enter and distraine &c. as in clauses of distresse &c. from time to time during the life of the sayd G. S. and C. T. (V) And the sayd G. S. doth further covenant &c. that if it shall fortune the sayd C. T. to dye before the said J. D. and after the said solemnization of the sayd marpage, that then and from thenceforth the sayd J. shall haue perely payd vnto her or her assignes at the Church of S. the annuall rent of CC. li. of lawfull English money, for, and during the life of the said J. D. at y leasts of &c. by even portions: The first payment thereof to begin at eyther of the sayd feasts which shall next insue the day of the death of the sayd C. T. (W) And further the said G. S. and C. T. do covenant &c. Prouided alwaies and vpon condition, and it is so concluded and agreed by, and betwene euery of the sayd parties to this Indenture by these presents for them and their heires, that if the sayd annuall or perely rent of two hundred pounds &c. Limitting a distresse, and the vse of the premisses, vt supra. And for want of sufficient distresse then to take and receiue the rents and profits of the said late manor &c. of S. aforesaid, as shall suffice and answer to pay the said perely rent of two hundred pounds, and the arrerages thereof to the sayd J. perely during her naturall life. (X) And the said C. D. on his part further

ther covenanteth &c. that he the sayd C. D. his executors  
or administrators, shall find or provide at his or their pro-  
per costs and charges in the house of the sayd C. D. for  
the sayd C. T. and J. D. and for eight servants to attend  
upon them sufficient meate, drinke and lodging, during  
the space of three yerres next ensuing the sayd marriage  
with sufficient horse meate during the said terme. And  
where the sayd G. S. in further consideration of the said  
marriage hath well and truly contented and payd vnto  
the sayd C. D. the summe of one thousand poundes of  
&c. (Y) Now the sayd C. D. doth covenant &c. that if  
it fortune the sayd J. to dye without issue of her body  
lawfully begotten by the sayd C. T. that then he the sayd  
C. D. his executors, administrators or assignes shall  
within three yerres next after the death of the sayd J. so  
dying without issue of her bodie, well and truly repay vn-  
to the sayd G. S. his heires, executors, administrators  
or assignes, the summe of &c. at or in the &c. And it is fur-  
ther concluded &c. (Z) And the sayd C. D. doth so coue-  
nant &c. that if the sayd C. D. his executors, administra-  
tors and assignes, or some of them do not repay the sayd  
summe of &c. at the place aforesaid, vnto the sayd G. S. his  
executors or assignes within the sayd terme of three yerres  
next after the death of the sayd J. dying without issue of  
her body lawfully begotten by the sayd C. T. according  
to the true meaning of this Indenture: That then and  
from thenceforth the sayde recoverers and their heires  
shall stand and be seised of the said manors and other the  
premisses before mentioned, to be assured by the sayd  
C. D. and of every part and parcell thereof to this in-  
tent and purpose following, that is to say, That it shall  
and may be lawfull for, and to the sayd G. S. his exe-  
cutors, administrators or assignes, to enter into the sayd  
manors &c. before mentioned to be assured by the said C.  
D. & into any or every part thereof, and to take and receive  
the rents, issues, revenues and profits thereof comming and  
arising

arising to the sayd proper ble of the sayd C. S. his executors, administrators or assignes, untill he or they be fully satisfied and payed the summe of *sc.* the same rents and profits of the same landes and premisses last mentioned.

(*&*) And lastly the sayd C. S. on his part doth covenant *sc.* that he the sayd C. S. or his assignes shall within one yere next after the solemnization of the said maryage provide and let forth such a convenient house at *W.* *sc.* for the sayd C. T. and J. D. with their children and family to dwell in during the life of the sayd C. S. as hee the sayd C. S. shall thinke to be mete and convenient for their estate and degree. In witnesse whereof to the first part of this Indenture trypartite remayning with the sayd C. S. and C. T. the sayd C. D. and J. D. J. W. J. R. T. B. and J. R. haue put their handes and seales, And to the second part thereof remaining with the sayd C. D. and J. D. the sayd C. S. and C. T. haue put their hands and seales, And to the third part of the same Indenture remaining with the sayd J. W. J. R. T. B. and J. R. the sayd C. S. and C. T. C. D. and J. D. haue put their handes and seales the day and yere first aboue wrytten.

Sect 31. Covenants to leuy fines.

(A) **T**His Indenture trypartite made *sc.* betwene R. J. and A. his wife on thone partie and J. T. and A. B. of S. aforesayd widowe on thother partie, Witnesseeth that the sayd R. and A. for diuers good causes and considerations them thereunto moving, do covenant, grant, promise and agree for themselves and the heires of the said A. their executors and administrators and every of them, to, and with the said J. T. and A. B. and eyther of them their heires, executors, administrators and assignes, and every of them by these presents, That they the said R. and A. at thonly costs and charges in the law of the said J. T. and A. B. their heires, executors, administrators, shall and will before the first day of *ps.* next ensuing the date hereof, knowledge and leuy a fine with Proclamations according to

to the statute in that case provided, after the common course of fines in such case used unto the said J. W. and A. B. of one close called &c. And of a certaine annuities or annuall rent of iij. s. by the yere of &c. issuing and going out of one messuage or tenement &c. in the tenure of the said T. K. or his assignes, And one acre &c. in the tenure of the said A. B. or of her assignes, by the name or names of one croft, vij. acres of land, iij. s. rent with thappurtenances in D. & A. or by the like name or names in effect, or by some other sufficient name or names. And also that the said comtees in the sayd fine or the lyke in effect to be named and euery of them their heires and assignes, at the verie time of leuying and knowledging of the same fines, and ever after wardes shall stand and be seised by virtue and force of the said fine of all the said landes, tenements, rents, and other the premisses with thappurtenances, to the severall uses, intents, and purposes hereafter in these presents contained, expressed, limited, appointed and declared, and to and for none other use, intent or purpose: That is to say, of the said close called &c. and the said iij. s. rent with thappurtenances, to thonly proper use and behoofe of the sayd J. W. his heires and assignes for ever. And of &c. in the said one acre of land lying &c. to thonly proper use and behoofe of the said A. B. her heires and assignes for ever, and to or for no other use, intent or purpose. In witness whereof &c.

Sec. 32. ¶ Covenants to lead to the use of a fine,  
and to leuie the same.

(A) THIS Indenture serpentite made the &c. betwene K. B. &c. on the first partie. And J. W. and T. W. his sonne and heire apparant on the second partie. And T. A. of &c. on the 3. partie. And W. J. on the 4. partie. And T. S. of &c. on the 5. partie. And T. W. of &c. on the 6. partie. Witnesseth that for diuers sufficient considerations it is mutually covenanted, concluded, and agreed by and betwene all the said parties, that the said K. B. J. W. T. W. T. A. W. J. and T. S. at their indifferent costes and charges



charges before the 22. day of November next insuing the date hereof, shall knowledg and leue a fine with proclamations according to the statute in that behalfe prouided after the common course of fines in such cases vled vnto the said T. III. of all such coales and coalmynes in the common to wnefield of C. aforesaid, as some times were one J. C. of S. in the said County Esq. deceased: Of all mesuages, lands, tenements, meadowes, pastures, woods, underwoodes, commons, rents, reuerfions, and hereditaments with thappurtenances of the said T. L. scituate, lying and being in C. & now in the tenure or occupation of R. A. or of his assignes. And of all mesuages, cotages, landes, tenements, meadowes, pastures, woods, underwoodes, commons, rents, reuerfions & hereditaments with thappurtenances, scituate, lying and being in C. aforesaid, in the tenure or occupation of P. C. or of his assignes, which the said T. S. lately purchased of the said R. B. And of all those closes, lands, tenements, meadowes, pastures & hereditaments w thappurtenances called copleies containing by estimation xxx. acres of ground, scituate, lying & being in B. in the sayd countie of Worke, now in the tenure and occupation of the said W. F. or of his assignes, & which the said W. F. lately purchased of the said R. B. And of all those closes, lands, tenements, meadowes, pastures & hereditaments with the appurtenances of the said T. L. called &c. containing &c. scituate &c. which the said T. J. & the said W. F. now haue of the grant & demise of the sayd T. L.: (B) And also it is fully couenanted, concluded and agreed by and betwene all the said parties to these presents, that the said fine so to be leued shalbe & inure. And the said T. III. the comisee in the said fine to be named & his heires at y very time of leuying & knowledging of the same fine, & ever after wardes shall stand & be seised by vrtue & force of the said fine, of & in all the said mesuages, &c. with the appurtenances to the seuerall vles & intents hereafter in these presents conteyned, expressed, limited, appointed & declared, & to or for none other vse,

vse, intent or purpose : That is to say, of and in all and all  
 manner of coales & coalemynes to be found in or vpon the  
 arrable land parcel of the premisses, lying in the common  
 townefieldes of G. aforesaid, with free & absolute power, in-  
 terest & libertie to search, digge, get, lead & carrie away the  
 said coales, at all & euery resonable time & times hereafter;  
 not spoiling or distroying any corne which hereafter shall  
 happen to be or grow in or vpon the said arrable land, or in  
 or vpon any part therof, to thonly proper vse and behoefe of  
 the said R. B. his heires & assignes for ever. And of and in  
 all the said mesuages, lands, tenements &c. of the said W. A.  
 scituate, lying and being in G. aforesaid in the tenure or oc-  
 cupation as is aforesaid of the said R. A. or of his assignes.  
 And of and in all the said closes, lands, tenements, mea-  
 dows, pastures & hereditaments of the said W. A. called  
 &c. containing &c. scituate &c. which the said W. J. & W. J.  
 now haue, as is aforesaid, of the demise of the said W. A.  
 (such liberty, title & interest in the premisses in G. aforesaid,  
 as before in these presents is lymitted to the vse of the said  
 R. B. his heires & assignes onely excepted) To thonly pro-  
 per vse & behoefe of the said W. A. & of the heires of his bodie  
 lawfully begotten and to be begotten, and for default of such  
 issue, to thonly proper vse & behoefe of the right heires of the  
 said W. A. for ever. And of & in all the said mesuages &c.  
 with thappurtenances, scituate &c. in y tenure or occupation  
 of J. C. or of his assignes, which the said W. S. (as aboue-  
 said) purchased of the said R. B. (such libertie, title & interest  
 therein, as before in these presents is limitted to thuse of the  
 said R. B. his heires & assignes onely excepted) to the onely  
 proper vse & behoefe of the said W. S. his heires & assignes  
 for ever. And of and in all the said closes, lands &c. with the  
 appurtenances called &c. containing &c. scituate &c. now in  
 the tenure & occupatiō of the said W. J. or of his assignes, &  
 which y said W. J. (as abouesaid) purchased of the said R.  
 B. to thonly proper vse & behof of y said W. J. his heirs &c.  
 for ever, & to or for none other vse, intent &c. In witness &c. to

the first part &c.

Sect 33. *I* Covenants to leuie a fine to thuse of  
the conisor and his heires.

(A) **T**His Indenture made &c. betwene *G. H.* of thome  
partie, and *T. C. K. C.* and *J. S.* of thother party.  
Witnesseth that the sayd parties for certayne considrati-  
ons them mothing, bine condiscended, concluded and agreed  
in maner and forme following, that is to say, that the said  
*G. H.* before the feast &c. which shalbe in the yere of our  
Lord God &c. by fine to be leuied with proclamations ac-  
cording to the order and course of the lawes and statutes of  
this Realme, before the *Quenes Maiesties Justices* &c.  
betwixt the said *T. C.* &c. plaintife, and the said *G. H.* de-  
ferdant, of all the landes &c. with thappurtenances of the  
said *G. H.* in vse, possession, reuerision or remainder, set,  
lying or being &c. by the name or names of threescore mel-  
suages, twentie cottages, thre hundredeth acres of land, xxiii.  
acres of meadow &c. with thappurtenances in *C.* by which  
the said *G. H.* knowledgeth the tenements &c. expressing  
the concordres. Which said fine and all and euery other  
fine and fines, and all and euery other assurances or conuei-  
ances to be had, letted, executed, knowledged or suffered by  
the said *G. H.* unto the said *T. C.* &c. and to their heires, &  
to the heires of any of them, or to the survivors of them, or  
to theirres of any of them, of all and singuler the premisses  
with thappurtenances, by the name or names aforesaid, or  
by any other name or names whatsover, before the said  
feast of &c. shalbe, & the said *T. C.* &c. and euery of them to  
whom any fine or fines, or any other conueiances or assu-  
rances shalbe had, leuied, knowledged, executed or suffered  
of the premisses with thappurtenances, or any other parcel  
therof, as is aforesaid, and theirres of euery of them shall  
stand and be seised of all and singuler the said tenements  
and premisses and euery parcel thereof with thappurtenan-  
ces, to thonly vse and behoofe of the said *G. H.* his heires and  
assignes, and to none other intent, vse nor behoofe, and that  
the

the said fine and fines, and all other conveniencies and assurances before remembred shall only extend to the premises before expressed & remembred in these present Indentures, and to none other landes, tenements or hereditaments of the sayd C. H. in the Townes aforesaid. In witness whereof &c.

Sec. 34. ¶ Couenants to leuie a fine vpon graunts and renders.

(A) **T**His Indenture made &c. betwene C. T. and A. his wife, and D. B. and J. his wife of the one partie, and C. C. of the other partie. Witnesseth that it is condiscended and agreed betwixt the said parties, that the said C. T. and A. his wife D. B. and J. his wife before the ende of Trinitie terme next insuyng the date hereof, shall leuie a fine with proclamations according to the statute in that behalfe made and provided before our said Soueraign Lady the Quenes maiesties Justices of the common plects at Westminster to the said C. T. and his heires of the manor of &c. By which fine &c. and for the knowledge, release, quite claime, fine, warrant and concord, the said C. C. shall by the said fine graunt to the said T. and A. his wife the said tenements with the appurtenances, & the same by the said fine shal also render in the same Court to the said C. T. and A. his wife, (B) To haue and to hold to the same C. T. for terme of &c. and after the same terme ended, the said tenements shall remaine to the sayd D. B. and J. his wife, and to the heires of the same D. for ever, which fine so to be leuied, as is aforesaid, and all and every other fine which shalbe leuied by the said C. T. &c. to the said C. C. and his heires of the same lands in F. by the name or names aforesaid, or by any other name or names with render or without render or otherwise, before the ende of the said next Terme &c. next insuyng the date hereof, shalbe to thonly vse and behoofe hereafter expressed and to none other vse and behoofe: That is to say, to thuse of the said C. T. and A. his wife, for and during the said  
C ij terme



terme of one Moneth next insuing the leuying and ingros-  
sing of the said fine. And after thend and terme of the sayd  
moneth then to the vse of the said D. B. and J. his wife and  
the heires of the said D. B. for ever. In witnes wherof &c.

¶ An Indenture tripartite for the conuenance  
by fine of certeine landes &c.

(C) THIS Indenture tripartite made &c. betwene C. S.  
and C. his wife on the first partie. And A. J. on the  
second partie. And J. M. and T. B. on the third partie.  
Witnesseth that the said parties are condiscended, concluded  
and agreed in maner & forme following. And the said C. S.  
and C. for them & their heires do couenant &c. that the said  
C. S. & C. his wife, shall before the feast of &c. at the equal  
costes and charges in the law of the said C. S. and A. J.  
their heires and assignes, leuie a fine before the Quenes  
Majesties Justices of her common place at Westminster  
of the manoz of C. and of &c. By which said fine the said  
C. & C. shall knowlege the said manoz and other the pre-  
misses to be the right of the said J. as that the said R. and  
T. haue of the gift of the said C. and C. and the same shall  
remise and quite claime from them and from the heires of  
the said C. to the said J. and his heires for ever. (D) And  
furthir the said C. and C. shal graunt by the same fine from  
them and from the heires of the said C. that they shall  
warrant the said manoz and other the premisses with the  
appurtenances to the sayd J. and T. and to theirs of the  
said J. against all men for ever, according and in such man-  
ner and forme as shalbe deuised or advised by the counsell  
learned of the said A. (E) And that the fine so to be leuied  
shalbe to thonly vse and behoofe of the said J. and T. their  
heires and assignes for ever. And the said J. & T. & every of  
them, for the their heires & executors do couenant & graunt  
to & wyth the said A. his heires, executors & assignes, & to &  
with the said C. his heires, executors and assignes, that  
they the said J. and T. shall before the first day of Fe-  
buarie next insuing the date of these presents, deuise &  
grant,

graunt, and to ferme let by their sufficient deede indented in due forme of leuie to be made to the said A. the said manoz with thappurtenances, except certaine parcels of the same and certaine profites and other thinges thereunto belonging, in such manner and forme as is after in these present Indentures expessed and contayned in the wordes following: That is to say. (F) This Indenture made the 1. day of ec. betwene J. and L. of the one partie, and A. ff. on the other partie. Witnesseth that the said J. and L. aswell in performance of the faithfull and speciall trust in them in that behalfe put by the said C. S. and C. bys wyse, as in fulfilling part of the covenants and grauntcs and agrements, and of the intent in certaine Indentures tripartite specified had and made betwene the said C. S. and C. bys wyse on the first partie, And the said A. ff. of the second partie, And the said J. M. and L. H. on the third party, whose dates are the first day of December, In the first yere of the raigne ec. Haue demised, graunted, and to ferme letten, and by these presents do demise, graunt and to ferme let vnto the said A. his executors and assignes the manoz of C. wyth thappurtenances in the countie of B. with all those ovr landes ec. Except, comprised and reserved vnto the said J. L. and the heires and assignes of the said J. all these the Millcs and the houses, landes ec. To haue and to holde the said mannoz and other the premisses (except before excepted) vnto the said A. his executors and assignes, from the feast ec. yelding and paying ec. And if it shall happen ec. In witnes whereof ec. (G) And the said J. and L. for them ec. covenant ec. That the sayd J. and L. oz the survivor of them, shall before the 1. day of the said moneth of December ec. by their deede sufficient in the law oz otherwise, aswell infeoffe and assure the rest of the said manoz and other the premisses, as also shall graunt oz otherwyse assure all such oz so much of the premisses, as shall be so demysed oz letten vnto the sayd A. ff. as is aforesaide, wyth the rent reserved

Ellij

upon

upon the said lease to the said C. and C. To haue and to hold the said reuerſion, commodities and rents, and all the reſt of the premiſſes with thappurtenances vnto the ſayd C. and C. and to the heires of their two bodies begotten. And ſoꝝ default of ſuch iſſue to the right heires of the ſaid C. ſoꝝ ener. (H) And the ſaid A. his executoꝝ and aſſignes ſhall attorne and agrée vnto the ſaid graunt and aſſurance of the ſaid reuerſion to be made in ſoꝝme aboueſaid, when and at ſuch time as he oꝝ either of them ſhalbe thereunto required by the ſaid C. and C. their heires oꝝ aſſignes, oꝝ any of them. In witneſſe &c.

Sec<sup>d</sup>. 35. ¶ Covenants to leuie a Fine to vſes.

(A) **T**His Indenture made &c. betwene J. J. of thone partie, and H. W. W. G. and R. J. of the other partis. Witneſſeth that where the ſaid J. aſwell foꝝ the advancement of J. now his wiſe, as of diuers of his yonger ſonnes and daughters by him begotten of the body of the ſaid J. hath alreadye aſſigned and appointed to his ſayd wiſe and chyldeꝝ, certayne portions of his meſuages, lands and tenements, parcel of his inheritance foꝝ ſuch eſtate and intereſt, and in like maner and ſoꝝme as hereafter in theſe preſent Indentures ſhalbe particularly mentioned and expreſſed, the ſame to be aſſured & conueyed to euery of them, after due order and ſoꝝme of law, ſo that they may haue & enioy the ſame quietly according to his minde and pleaſure, without let oꝝ diſturbāce of him, oꝝ of his heires oꝝ aſſignes in time to come, which ſaid aſſurance is thought by counſel learned expedient to be made by fine to be of the ſaid lands leuied: Wherefoꝝe the ſaid J. J. foꝝ the ſure making of the conueyance afoꝝeſaid, covenanteth and graunteth foꝝ him, his heires and executoꝝ, to and with the ſaid H. W. W. G. and R. J. their executoꝝ and aſſignes by theſe preſents, that he the ſaid J. oꝝ his heires, on thys ſide and before the feaſt of Penticoſt next inſuyng after the date hereof, ſhall knowledge and leuie to the ſaid H. W. W. G. and R. J. and to the heires of the ſaid H. one fine  
upon

upon knowledge of right as those that they have of the gift of, &c. & upon one messuage &c. expressing the lands certainly. The only use, intent & purpose of the leuying of the sayd fine, by the full assent and agreement of both the sayd parties is &c. (B) And the sayd H. W. W. G. & R. J. for them their heires and executors, covenanten and granten to and with J. J. his heires and executors by these presents, that they the said H. W. W. G. and R. J. and their heires immediatly, from, and after the leuying and ingrossing of the sayd fine, to be leised of the premisses in forme aforesaid, shall stand and be leised of, and in the sayd messuages in B. &c. except one close in A. called &c. to thuse of the sayd J. J. now his wife for the terme of their lives and of the longer liner of them, and after their decease to the use of J. J. some of the said J. J. and of the heires males of his body lawfully begotten. And for default of such issue to the use of R. J. one other of the sonnes of the sayd J. J. and the heires males of his body lawfully begotten, And for default of such issue to the use of W. J. one other of the sonnes of the sayd J. J. and of the &c. And for default of such issue to the right heires of the said J. J. for ever. And also that the sayd H. W. W. G. and R. J. and their heires shall in like maner stand and be leised of all those messuages, lands, teneiments &c. in A. aforesaid &c. to thuse of the sayd J. J. one of the sonnes of the said J. J. and of the heires males of the bodie of the said J. J. lawfully begotten, And for default &c. And that the said H. W. W. G. & R. J. & their heires shall in like maner immediatly after the leuying and ingrossing of the said fine stand and be leised of, and in all the sayd messuage &c. to the use of the said J. J. for terme of his life, and after his decease to the use of the sayd R. J. &c. and for default &c. (C) And it is fully condiscended & agreed betwene the said parties that after the ingrossing of the same fine the said J. J. and the said J. his wife J. R. and W. sonnes of the said J. J. and C. and B. his daughters and every of them shall, and from and after the ingrossing of the



the said fine peaceably, have, hold, occupy and enjoy the said messuages, lands and tenements, to them & every of them severally assigned, and in the same without any let, interruption or impediment of the said H. M. and R. J. or of any of them or of any person or persons claiming by them in their right or by their procurement according to the true intent, purpose and declaration of the several uses afore mentioned. In witnesse &c.

Sect. 36. - Covenants to leuy a fine to uses, and that the cognisee shall grant the lands in taile &c.

(A) **T**His Indenture made &c. betwene W. M. of the first partie and H. M. of the second partie and E. M. and T. B. of the third partie. Witnesseth that it is considered, concluded and agreed betwixt the parties afore said, in maner and forme following, that is to say: First the said W. M. and H. M. for themselves, their executors, administrators &c. do covenant promise and grant by these presents to, and with the said E. M. and T. B. their heires and executors, that they the said W. and H. before the feast of &c. by fine to be leuied before our Soueraigne Lady the Quēns maiesties Justices of the Common place at Westminster, shall knowledge the capitall or mansion house &c. by the name of &c. in B. and C. to be the right of the said E. M. &c. expressing the concord. (B) Which fine so knowledge and ingrossed of the premises, shalbe to the vse of the sayd E. M. and T. B. and of their heires onely, and to, or for none other vse, intent or purpose, and the said E. and T. for them &c. that they the said E. and T. and their heires and the heires of the surviuor of them within one moneth following after the knowledge &c. and ingrossing of the said fine, as is aforesaid, by their dede, indented, sufficient in the law in due forme to be made, shall and will give and grant the said messuage, and all and singular the premises by the sayd fine to them to be assigned, as is aforesaid

foresayd to the sayd W. P. and to the heires males of his bodie lawfully begotten, to haue and to hold the said capitall messuage and all other the premises with their appurtenances to the sayd W. P. and to the heires males of his bodie lawfully begotten, yelding and paying therfore perely to the said C. and W. to the seruitor of them, their heires or assignes twentie shillings of ec. at the least of ec. by even portions to be payd: with a sufficient clause of distresse to be containyd within the sayd dede for the payment thereof at the dayes and tymes aforesayd, with a promission therein also to be containyd, that if it shall happen the sayd W. P. or the heires males of his bodie lawfully begotten, to suffer any recovery against him or them of the sayd capitall messuage or other the premises or any part or parcell thereof, or by any other wayes or meanes shall make any alienation or discontinuance of the same premises, or of any parcell thereof, and afterward shall happen to dye without issue male of his bodie lawfully begotten: that then, that is to say, immediatly after the decease of the sayd W. P. and of the heires males of his bodie lawfully begotten, and after the said estate taylor made as is aforesayd by the said dede indented, spent, executed and determined, and not before, that it shalbe lawful to and for the sayd C. P. and W. K. to reënter into the sayd capitall &c. (C) And also the sayd C. P. and W. K. for them &c. that then the sayd C. and W. their heires and assignes within foure dayes next after the making of the sayd dede indented, and of the execution of the sayd estate of the sayd capitall messuages, and all other the premises to the sayd W. and to their males, as is aforesaid: And by one other dede sufficient in the law reciting the grant by them made to the sayd W. P. and their males of his bodie lawfully begotten, as is aforesayd, shall giue and graunt the reuersion of the same capitall messuage and all other the premises with the perely rent aforesayd, to the sayd P. P. To haue and to hold

hold the said reversion of the said capitall messuages and all other the premises to the said H. P. his heires and assignes for ever, (C) And y<sup>e</sup> said W. P. ec. covenanteth ec. y<sup>e</sup> he the said W. in good order of law, shal attorne tenant vnto the sayd H. P. of the premises, & shall pay vnto him his heires and assignes, the said yerely rent to be reserved by the sayd dedde indented and to be granted vnto the said H. P. his heires and assignes, as is aforesaid, and also shal permit and suffer the said H. P. his heires and assignes, Lords of the residue of P. and B. aforesaid, yearly at two severall times in the yere, that is to say ec. vpon reasonable warning to them giuen for the sayd day to keepe his Court of the sayd Manor vpon any part of the premises without lett or ec. of the sayd W. P. ec. Or of the heires males of his bodie lawfully begotten, or if any other person or persons by his assent ec. (D) And further the sayd C. P. and W. B. for them ec. that the said capitall messuages and other the premises, at the time of the making of the sayd estate thereof to the said W. P. and of the heires males of his bodie lawfully begotten aforesaid, shalbe clerely cronerated ec. for which gift and graunt the capitall messuages and other the premises, to be made and conueyed to the sayd W. P. and the heires males of his bodie lawfully begotten, in forme aforesaid, the said W. hath truly contented and payed to him the sayd H. at the enleasing hereof twentie pounds of ec. of which twentie pounds the sayd H. P. knowledgeth himselfe ec. In witness whereof &c.

Sec<sup>t</sup> 37. A conueyance of an estate taylor not to be discontinued.

(A) **T**His Indenture made ec. betwene the right honorable Sir J. D. of thone partie and Sir W. W. W. W. J. and L. K. of thother partie. Witnesseth that it is covenanted, condiscended and agreed by and betwene the sayd parties in maner and forme following, that is to say, whereas the sayd J. D. the day of the date

date hereof hath but one onely child **J. D.** his sonne and heire apparant, and is fully resolved and determined how and in what maner his Lordships, manors, lands, tenements and hereditaments, shall by the grace of God, continue, remaine and be aswell in the life time of the sayd **J.** and of the sayd **J.** his sonne, as after their deatthes, and being with all greatly desirous to continue and stay all and singuler his said Lordships, manors, lands and hereditaments in his surname, and to restraine as farre forth as he lawfully may, the granting, selling or giuing away of the said lands and inheritance, doth as well for the considerations aforesaid, as also for the naturall and brotherly loue which the said **J. D.** beareth to **G. D.** his brother, and for the hartie affection that he hath towarde **H. D.** his kinsman and other hereafter named in this Indenture, covenant and grant for him and his heires to and with the said **S. W. A. W. W. Jf. and L. K.** their heires and assignes, that he the said **J. D.** and his heires and all and euery other person and persons, & their heires that now stand or be seised of, or in all and singuler those his Lordships and manors of &c. **D.** that hereafter shall be seised of the sayd Lordships, manors and premisses or of any part thereof, shall stand and be seised thereof, and of euery part thereof to such uses, intents and purposes, and vpon such conditions and limitations of uses as in these presents shalbe expressed and declared, and to none other use, intent and purpose, And that all estates hereafter to be made or suffered of the said Lordships, manors and premisses, or of any part thereof betwene the said parties, or to other persons at the nomination or by the consent of any of the said parties, shall be deemed, adiudged and taken to bee in vze to the uses, intentes and vpon such conditions as hereafter in these presents are expressed. That is to say, to thonly use of the said **J. Lord D.** for and during the terme of his natural life, without impeachment of wast, and after his death then to thuse of the said **J. D.** his sonne and heire apparant, for  
and



and during the terme of his naturall life, And after his death then to thuse of the first begotten sonne of the body of the said **M.D.** lawfully to be begotten and of theires males of the body of the said first begotten sonne lawfully issuing, And for default of such issue male then to thuse of the second sonne &c. and so to the vse of their sonnes &c. And for default of such issue male, then to thuse of the next heires males of the body of the said **J.D.** hereafter lawfully to be begotten. And for default of such issue male, then to thuse of the sayd **G.D.** and of theires males of his body lawfully begotten, And for default of such issue males, then to thuse of the sayd **H.D.** and of theires males of his body lawfully begotten, And for default of such issue male, then to thuse of &c. naming as many in like maner as shalbe agreed. (B) Provided alwaies, and neuerthelesse it is couenanted, condiscended and agreed by and betwē the said parties to these present Indentures, that if the said **M.D.** or any issue male of the said **M.** or the issues males of any of their bodies lawfully begotten, or any other person or persons which hereafter shal haue any estate, interest or title, in or to the said premises, or in or to any part thereof by reason or vertue of these present Indentures or of any thing therein contained, other then if the said **L.D.** do hereafter alien, bargain or sel the premises or any part thereof, or do make or procure to be made any feffement, leuy any fine, suffer any recovery or put in vse, or go about by any ouert wayes or means to put in vse or practise any other act or acts, assurance or assurances for the destruction, determination, discontinuance or alteration of the said estates or intailles, vse or vses aforesaid, or to barre the said intailles or any of them, or to alter or change any of the said estates, or any vse or vses aforesaid, whereby the said premises or any part thereof, or the vse, vses or estates made or to be made of the same as is aforesaid, shall be aliened, discontinued, altered, changed or transferred from the sayd persons befoze named, to whom the premises are limited to be assured by these presents

sents in any other maner or sort then they are limited & appointed by these presents, contrary to the true intent and meaning of the same, vntlesse it be for leases for twentie one yerres, reseruing thaccustomed rents or moze for the same, or for the ioynture of any of their wife or wiues for terme of lyfe onely of such wife or wyues not amounting aboue the yerelely value of one hundred Markes, with like remainder and limitation of vles after the death of such wife or wiues, as is aforesayd: That then and from thenceforth the vles, interest, estate and taylor limited in these presents to him or them that so shall dye without issue, or shall make any alpenation, bargaine or sale, or do or put in vye any act or acts deuise or deuises, or practise any matter or matters for the destruction or alteration of the vles or estates limited, intended or implied as is aforesayd, or do any act or actes, thing or things, as is aforesayd, contrarie to the true meaning of these presentes, shall cease and bee determynd. And that then the vles, interest and possession of all and singular the premisses with thappurtenances so alpened, altered, changed or attempted to bee alpened, altered or chaunged, as is aforesayde, shall immediatly descend, remayne, reuert and come to such persons to whom the same should then next descend or remaine according to the vles of the remaynder and estate limited, intended or implied by these presents with remaynders ouer, as is aforesayd. (C) Provided alwayes and neuerthelesse it is concluded and agreed by and betwene the sayd parties to these Indentures, that it shall and may bee lawfull for, and to the sayd J. D. at any time during his life by his writing or writings vnder his hand and seale, to demise and grant the sayd Lordshippes, Manors and premisses or any part or parcell thereof, for terme of twentie one yerres to bee accompted from the making thereof at the most, toherupon the old, auncient, and accustomed yerelely rent

rent or more shalbe reserved, or by his last will and testament in writing to give and bequeath annuities to his seruantes for terme of life or liues of any such seruant or seruantes; issuing and going out of the said premisses or any part thereof. And also that it shall and may bee lawfull for and to the said J. D. to grant and assure the said Lordships & premisses or any part thereof, not amounting aboue half of the said Lordships and premisses to any such woman or woemen, wife or wiues as the said J. D. shal hereafter fortune to mary, for terme of life or liues onely of such wife or wiues for and in consideration of her dower & iointure. (D) Prouided alwaies, & it is fully concluded, ment and agreed, by & betwene the said parties to these indentures and their heires, that if the said J. D. at any time hereafter during his life, shalbe minded vpon whatsoever cause or occasion seeming meete or conuenient to him to adnull, make void, alter or change the vse, estate, vles or estatcs, or any of them limitted, rayled, intended, implied or made by these presents, touching the whole Lordships, manors, lands, tenements and hereditaments and other the premisses contained in these presents, or els touching some part or any part thereof onely, and thereupon by his writing vnder his seale, and in any of the Courts of Record of our soueraigne Lady the Quenes maiestie her heires or successors to be inrolled, do signifie or declare that his will and pleasure is, that the vles, intents and estatcs or any of them limitted in these presents shalbe void and of none effect touching the said whole premisses, or touching some or any part thereof: That then and from thenceforth all the vles, behoues, intents and estatcs, made, limitted and appointed in, or by these presents shalbe utterly void and of none effect touching the said whole premisses, or such part thereof, in which the said J. D. shal so signifie and declare that his will and pleasure is, that the vles, behoues or estatcs aforesaid, or any of them shalbe void and of none effect, and that then all and euery other person or persons, that now stand

Stand or be seised, or that hereafter shall stand or be seised of and in the said Lordships, manors, and premises, or in any part or parcel thereof, shall from thenceforth stand and be seised of all and singular the said Lordships, manors, lands, tenements & hereditaments, and of all other the premises in which the said D. shall so signify & declare that his will and pleasure is, that the vles, behoues or estates aforesaid, or any of them shalbe void and of none effect: And of such part thereof in which the said J. D. shall so signify and declare that the vles, behoues, or estates aforesaid, or any of them shalbe void and of none effect to the vls of the said J. D. and of his heires and assignes for ever: any thing here- in aforesaid to the contrarie hereof in any wise notwithstanding. In witnesse whereof &c..

### ¶ Billes obligatorie and Obligations.

Sect. 38. ¶ What Billes and Obligations be, and what is specially to be considered therein.

(A) **A** Bille or Obligation (which be all one, saving that when it is in English it is commonly called a Bill, and when it is in Latin an Obligation) is a dēde whereby the obligor doth know- ledge himselfe to owe unto the obligee a certaine summe of money or other thing. (B) In which besides the parties names are to be considered the summe or thing due, and the time, place, and maner of payment or delivery thereof. (C) Obligations be either by matter in dēde or of Record. (D) An Obligation by matter in dēde is every obligation which is not knowledged and made in some Court of Re- cord, as in the examples next hereafter insuyng.

¶ A Bill obligatorie by one to one.

(E) **T**his Bill witnesseth, that J. T. of D. in the countie of D. esquire, do owe and am indebted un- to W. W. of B. in the said countie Gent, x. li. of lawfull



English money, for the payment wherof I bind me and mine heires. In witness wherof I haue hereunto put my hand & seale the first day of Ja. in the xxij. yere of the reign of our soueraigne Ladie Eliz. by the grace of God, of England, France & Ireland Quene, defendoz of the faith &c.

¶ Or shortly thus.

(F) **I** A. B. oth unto D. B. x. li. of lawfull english money, for the payment wherof I bind me & my heires. In witness &c. I haue hereunto put my hand & seale the xx. day of &c.

¶ Or thus indented conteyning daies and place of payment with a penaltie.

(G) **T**his Bill indented made the eighteenth day of A. in the two and thirtieth yere of the raigne of our Soueraigne Lady Elizabeth by the grace of God of England, Fraunce and Ireland Quene defendoz of the faith &c. betwene W. W. of K. in the Countie of Dorke Gent on the one partie, and T. T. of K. aforesaid yeoman on thother partie, Witnessech that the said W. W. doth owe and is indebted unto the said T. T. x. li. of lawfull english money, to be paid to the said T. T. his executors or administrators in the South porch of the parish Church of K. aforesaid, in maner and forme following: That is to say, upon the first day of March next ensuing the day of the date hercof v. li. thereof, and upon the second day of August then next following other v. li. thereof ressonie, for the which payments well and truly to be made in maner and forme aforesaid, he the said W. W. doth by these presents bind him, his heires, executors, and administrators, and euery of them firmly by these presents in x. li. of lye lawfull english money to be forsaited and paid to the said T. T. his executors or administrators. In witness whereof the said parties haue hereunto interchangeably put their handes and seales the day and yere first aboue written.

¶ Or thus without a penaltie.

(H) **B**e it knowne unto all men by these presents, that I T. B. of D. in the county of S. yeoman, do owe due to

Quiaque parum puerum non sufficit laborum

to J. S. of the said towne & countie gent C. li. of good & law-  
full ec. to be paid to the said J. S. his heires, executors, or  
administrators, upon the least day of Easter next comming  
after the date hereof: for which payment well and truly to  
be made, I bind me and mine heires firmly by these pre-  
sents. In witness whereof I have herunto put my hand and  
seale. Dated the first day of Januarie in the xxxj. years  
of ec.

¶ Or thus by two to two.

(I) **B**E it knowen ec. That we W. P. ec. owe and are  
indebted to S. J. and C. K. gentlemen x. li. of law-  
full english money, to be paid to them or either of them,  
or to their attorney, executors or administrators, the vij. day  
of May next ensuing after the date hereof in the south porch  
of the Parish Church of K. in the Countie of Dorke, for the  
which payment well and truly to be made, we bind us  
and either of us, our heires, executors and administrators,  
and every of us jointly and severally for the whole and in  
the whole by these presents. In witness whereof ec.

¶ Or thus by three to three.

(K) **B**E it knowen ec. That we A. B. C. D. & E. F. ec. do  
owe & are indebted unto T. S. J. K. & L. P. x. li. of  
lawful ec. to be paid to the said T. S. J. K. & L. P. or any  
of them, or to their attorneys executors or ec. or any of them  
upon the ec. day true payment whereof we bind us & every  
of us jointly & severally by these presents. In witness wher-  
of &c.

Sect. 39. ¶ An Obligation by one to one.

(A) **N**Ouerint vniuersi per presentes me W. G. de R.  
in com S. gener teneri et firmiter obligari W. B.  
in x. lib. bonę et legalis monete Ang. Soluend' eidē W. B.  
aut suo certo Attorn. vel executi suis in festo S. Mic. arch.  
prox. futur. post dat. presens. Ad quam quidē solutionē  
benē & fideliter faciend' obligo me, hered. execut. & ad-  
ministrat. meos firmiter per presentes sigillo meo sigillat.  
Dat. tertio. die. Januarij, Anno Regni domine nostrę

Sect. 49 Billes and Obligations. Lib. 2.

Elizabeth dei gratia Angliz, Franciz & Hiberniz Reg.  
fidelis defensoris &c. xxij.

*Or thus to a Sheriff.*

(B) **N**ouerint vniuersi per presentes me I.L. de C. in  
com E. Husbandman, teneri et firmiter obligari  
T.C. Militi Vice' com E. in xx. lib. sterling: Soluend'  
eidem Vice' aut suo certo Attornat' vel execut' suis, Ad  
quam quidem solutionem benè & fideliter faciend' ob-  
ligo me, hered', execut' & administratores meos per prę-  
sentes sigillo meo sigillat'. Dat' &c.

*Or thus, of person and goods renouncing*

*sanctuary and Protection.*

(C) **N**ouerint vniuersi per presentes quodd ego A.B.  
non coactus, non compulsus, nec aliqua alia  
mala imaginatione ad hoc inductus, sed mera, propria  
et spontanea voluntate & certa scientia cognosco, ac  
palam & publicè confiteor me teneri & per presentes  
firmiter obligari D. E. in quingint' libris legal' monete  
Ang. Soluend' et restituend' eidem D. E. aut suo certo  
Attornat', procurat', nuncio, hered' vel execut' suis, aut  
latoři presentium in festo P. proximo futur' sine dilati-  
one vltiori. Ad quam quidem solutionē benè et fide-  
liter faciend' & petimplend' in forma predicta, obligo  
me, hered' & executores meos, ac omnia bona mobilia  
mea presentia et futura, tam vltra mare quàm citra, in  
quocunq; loco vel iurisdictione inuenta fuerint ca-  
pienda & distringenda. Et si (quod absit) defectus fiat  
in solutione predicta vltra festum sine terminum supe-  
rius limitatum, tunc quicunq; dampnū, sumptus et in-  
teresse dictus E. D. patietur, aut pati poterit vel debet  
pro tempore defectus, illa omnia et singula ego dictus  
A.B. teneor & firmiter obligor per presentes solvere  
& fideliter satisfacere, sicut de debito principalit' & sicut  
privilegijs, ac consuetud' quibuscunq; iurataz Lon-  
don, seu cuiuscunq; alterius ciuitatis, ville, portus, vel  
loci, ad hoc contrarijs non obstantibus. Reuoco etiam

et

Thomas Walker not p. sent. 1669

Thomas Walker  
1669

et renuncio omnes protectiones, defensiones, sanctuaria, franchesias, libertates, subuentiones et priuilegia quęcunq; , per quę ego possim in hac parte tueri, aut cautelas seu dolum malum facere in damnum et pręiudiciū prædicti E. creditoris mei de præmissis. In cuius rei testimonium &c.

*¶ Or thus by two to two.*

(E) ¶ Nouerint vniuersi per præsentēs nos W.M. de C. in comitatū L. yeoman, et T.R. de R. in comitatu prædicto Tailor, teneri et firmiter obligari S.I. et C.R. generosis in xl.li. bonę & legalis monetę Anglię. Soluendū eisdem S.I. & C.R. seu eorum alteri, vel eorum certis attornat, executori vel administratori suis. Ad quam quidem solutionem benę et fideliter faciendū, obligamus nos et vtrumque nostrum per se, pro toto et in solidū hæred, executori et administratores nostros per præsentēs Sigillū nostris sigillatas &c. Datū &c.

*¶ An obligation where two owners of a shippe are bound to two Marchants.*

(F) ¶ Nouerint vniuersi per præsentēs nos I.B. et R.T. de villa Hull' marinarios ac Possessores siue proprietarij cuiusdā nauis vocat' *Whymrose of Hull* &c. teneri & firmiter obligari W.C. & I. C. Mercatoribus villę C. in xl.li. legalis monetę Ang'. Soluendū eisdem W.C. et I. C. seu eorum alteri, vel eorum certū Attornat, hæred seu executori suis in festo Paschę proximū futurū post datum præsentium. Ad quam quidem solutionem benę & fideliter faciendū obligamus nos, & vtrumque nostrum per se pro toto et in solidū, ac nauem prædictā cum toto apparatu eiusdē, hæred, executori et administratori nros, ac omnia bona nra tam ultra mare quā citra, vbicunq; fuerint, inuenta per præsentēs. In cuius rei &c.

*¶ Or thus where three or bound to the Queene and others.*

(G) ¶ Nouerint &c. nos A.B.C. &c. Mercatores de Venet' teneri et firmiter obligari excellentissimę Principi Elizabethę dei gratia Anglię, Francię & Hibernię Reginię



fidei defensori &c. ac T. B. & H. C. collectoribus et customarijs Subsid' eiusdem domine Regine in portu Colcestrie in xx. li. sterlingorum. Soluend' eisdem domine Regine et customarijs, aut eorum vni, vel eorum certis attornat'. Ad quam quidem solutionem bene et fideliter faciend', obligamus nos et quemlibet nostrum per se pro toto et in solido hæredes, executores et administratores nostros per præsentés. In cuius rei testimonium &c.

*¶ Or thus by three to three.*

(H) ¶ Nouerint &c. nos &c. A. B. C. D. et E. F. Milites, teneri &c. G. H. I. F. et L. M. generosis in xl. li. sterling'. Soluend' eisdem G. I. & L. seu alicui eorum, aut suo certo Attornat' vel execut' suis, in festo omnium Sanctorum, proxim' futur' post datum præsentium. Ad quam quidem solutionem bene & fideliter faciend', obligamus nos & quemlibet nostrum per se pro toto et in solido, hæred', execut' et administrator' nostros per præsentés. In cuius rei testimoniũ huic præsentí scripto nostro sigilla nostra apposuiamus. Dat' &c.

*¶ Or thus with daies of payment and a penaltie.*

(I) ¶ Nouerint vniuersi per præsentés nos A. B. C. D. et E. F. &c. teneri et firmiter &c. G. H. I. K. & L. M. in CC. li. legalis monetæ Anglię. Soluend' eisdem G. I. & L. in forma subscripta, viz. in festo Annuntiationis beatę Marię Virginis nunc, proxim' futuro quinq; libras: In festo Paschę tunc proxim' sequen', quinq; libras: In festo Natiuitatis S. Ioh. Baptistę tunc proxim' futur' quinq; libras, et sic de festo in festum, viz. in quolibet festo festorum illorum quinq; libras, quousq; dict' 200. li. plenarię sic persoluantur, Ad quas quidem solutiones, et quamlibet earum (vt præmittitur) bene & fideliter faciend', obligamus nos & quemlibet nostrum &c. Et si contingat nos præfat' A. B. C. D. & E. F. deficere in aliqua solutione solu-

soluendi prædicti in parte vel in toto contra formam prædicti, tunc volumus et concedimus, nos teneri et quemlibet nostrum per se, pro toto & in solido per præsentem firmiter obligari præfatis G. I. & L. in præd' 200 li. Soluendi eidem G. aut suo certo Attornato, executori aut assignati suis. In cuius rei testimonium &c.

¶ Or thus to a Bishop and others.

(K) ¶ Nouerint vniuersi per presentes nos Ric' I. de S. in comitatu Eborum Tailor, R. I. de R. in eodem comitatu Tailor, R. S. de S. prædicti husbandman, & R. H. de S. in comitatu prædicto, teneri &c. reuerendissimo in Christo patri & domino, domino Thomæ permissione diuina Eborum Archiepiscopo Angl' primati & Metropolitano, & magistro Waltero Iohannes in legibus Baccalaureo Scaccarii dicti Reuerend' patris apud Eborum commissario et recept' general' & W. & I. liberis N. I. de R. in CCC. li. bonæ & legalis monete Angliæ, Soluendi eidem Reuerendissimo patri, & Magistro Waltero Iohannes commissari ac liberis prædicti, aut eorum certis Attornatis, assignati, executori & administrati suis, in festo Sancti Mich. Archangeli proximo futuro post datum præsentium. Ad quam quidem solutionem benè et fideliter faciendi obligamus nos, & quilibet nostrum obligat se pro toto & in solido hæred', executori & administrati nostros firmiter per presentes sigill' nris sigillat', Dat' &c.

¶ Thus much of Obligations not being of Record, whereunto succcede those that be of Record.

(A) A P Obligation by matter of Record is a writing  
 f. iiij obligat

obligatorie knowledged & inrolled in some of her Maesties Courts of Recorde before a Judge or other Officer having authoritie to take the acknowledgement thereof. And is either a Recognisance or a statute: In a Recognisance he is the Recognisor which knowledgeth it, & he the Recognisee to whom it is knowledged. (B) And a Recognisance is a bond of Record testifying the Recognisor to owe unto the Recognisee a certaine summe of money, and is knowledged in some Court of Record, or before some Judge or other Officer of such court having authoritie to take the same: as the Masters of the Chancerie, the Judges of either Bench, Barons of the Exchequer, Justices of peace &c. (C) And those that be mere Recognisances are not sealed, but are inrolled. (D) And execution by force thereof is of all the Recognisors goods and chattels, except his draught & beastes and implements of husbandry, and of the moities of his landes, and they bine made thus.

Sec. 40.

¶ A Recognisance in the Chauncerie.

(A) I Ohannes Ashborneham de Ashborneham in comitatu Suffex Armiger coram domina Regina in Cancellaria sua personaliter constit, recognouit se debere I. B. ciui & Grocer London, centum & nonaginta libras bonę et legalis monete Anglię. Soluend' eidem Iohanni B. aut suo certo Attornat, hared', executor vel assignatis suis in festo Purificationis beatę Marię virginis proxim' futur' post dat' huius recognitionis. Et nisi ita fecerit, vult & concedit pro se, hared', executor & administrat' suis per presentes, quod dicta summa centum & nonaginta librarum leuetur & recuperetur de manerijs, messuagijs, terris, tenementis, bonis, catallis, & haredament' ipsius Iohannis A. hared', execut' & assignat' suorum vbicunq' fuerint inuent' per presentes. Teste dicta domina Regina apud Westmonast. ultimo die Decembris, Anno Regni eiusdem dominę nostrę Elizab. Regine xxxij.

*A Recognisance in the Admiraltie.*

(F) **D**ie Martis septimo die mensis Martij, anno dñi 1580. regni que serenissimæ dominæ nræ Elizab. Reginæ &c. Anno vicesimo tertio coram D. L. legum doctor supremæ curiæ admiral' Angliæ Iudice, necnon vno e commissarijs pro piratijs, depredationibus &c. in edibus suis &c. in presentia mei Wilhelmi H. notarij publici dictæ curiæ Registoris, comparuerunt personaliter Wilhelmus V. de C. in comitatu Suffex gener' T. S. de parochia sancti Mildredi in Pultria ciuis Londoni Iremonger Wilhelmus A. de T. in dicto comitatu Suffex gener', & T. M. de A. in comitatu Glamorgan gener', ac recognouerunt se debere dictæ serenissimæ dominæ nostræ Elizabethæ Reginæ &c. summam ducentarum librarum, soluend' eidem dominæ Reginæ aut suo certo attornat' heredibus vel successoribus suis primo die proximo futur' mensis Aprilis, Quam summam quilibet eorum recognouit se debere. Et nisi hæc fecerint &c.

*A Single Recognisance before Iustices**of the peace.*

(G) **M**emorandum quod septimo die Ianuarij anno Regni dominæ nostræ Elizabethæ dei gratia Angliæ Franc' & Hiberniæ Reginæ fidei defensoris &c. 32. vener' coram nobis C. B. milite & W. M. ar' Iustic' dictæ dominæ Reginæ ad pacem in com' E. conseruand' assignat' I. S. de B. in com' E. yeoman & W. S. de eodem Weauer, ac R. D. de S. in comitatu prædict' Taylor, Et recognouerunt se debere dictæ dominæ Reginæ (videlicet) quilibet manucap' prædict' quinque lib' & prædict' I. S. decem lib' bone & legalis monet' Angliæ, Soluend' eidem dominæ Reginæ in festo purificationis beatæ Mariæ virginis proximo futur' post dat' present'. Et nisi fecerint concesserint &c.

Of



Sect' 41. *A Recognisance for the peace, and to appear at the next Sessions.*

(A) Memorand' quod 4. die Iulij anno Regni domine nostre Elizab. dei gratia &c. 32. R. P. de I. in com' E. yeoman in propria persona sua venit corā me G. M. vno Iusticiario dictę dñę Regine ad pacem in dicto com' conseruandam assignatorum & assumpsit pro seipso sub pena xx. li. Et M. I. de I. in com' prædict' yeoman, Et I. F. de M. in eodem comitatu husbandman, tunc & ibidem in proprijs personis suis similiter venerunt, & manuceperunt pro prædicto R. P. (viz.) quilibet eorum seperatim sub pena centum solid', (B) Quod idem R. P. personaliter comparebit corā Iusticiarijs dictę domine Reg. ad pacem, ad proximam generalem Sessionem pacis in comitatu prædicto apud M. tenendam ad faciendum & recipiendum quod ei per curiam tunc & ibidem iniungetur. (C) Et quod ipse interim pacem dictę domine Regine custodiet erga ipsam dominam Reginam & cunctum populum suum & precipue versus M. N. de I. prædicta yeoman, (D) Et quod dampnum vel malum aliquod corporale aut grauamen præf. M. N. aut alicui de populo dictę dñę Reg. quod in lesionem aut perturbationem pacis ipsius dñę Reg. cedere valeat quouismodo non faciet, nec fieri procurabit. (E) Quā quidem summam xx. lib' præd' R. P. & quilibet manucaptorum prædictorum prædictas seperales summas C. solid' recognouerunt se debere dictę dñę Reg. de terris & rehtis, bonis & catallis suis & quorumlibet & cuiuslibet eorum ad opus dictę dñę Reg. hered' & successorum suorum fieri & leuari, ad quorūcūq; manus deuenerint, si contigerit ipsum R. P. premissa vel eorum aliquod in aliquo infringere & inde legitimo modo conuinci. (F) In cuius rei testimoniu ego pd' G. M. present' sigillū meum apposui. Dat' apud I. prædict' die & anno primò supradictis.

*Or thus a little differens.*

(H) **M**emorandum quod 4. die &c. A. B. de I. &c. Et C. D. de eadem yeoman venerunt coram me G. M. &c. & manuceperunt pro I. S. nuper de I. &c. quod ipse personaliter comparebit coram me pref. G. M. vel socijs meis Iustic' pacis dñe Regine ad proximam generalem Sessionem &c. (3) Et quod ipse interim geret pacem erga cunct' popul' dict' dñe Reg. & seipue erga R. B. &c. viz. quilibet manucaptorum præd' sub pena xx. libf. Et præd' I. S. assumpsit pro seipso sub pena xl. libf. Quam quidem summā xl. libf. præd' I. S. & quilibet manucaptorum præd' dictam summā xx. libf. recognouerunt &c.

*A Recognisance for the good abearing.*

(K) **M**emorandum quod v. die mensis Iulij anno Regni Eliz. &c. 32. vener' coram nobis E. N. & W. S. &c. quod idem R. G. personaliter comparebit corā Iustic' dictæ dñe Reg. ad pacem &c. ad proximam generalem Sessionem &c. (4) Et q' ipse interim se bene geret erga dictam dñam Reginam & cunctum populum suum, & præcipue erga I. B. de C. &c. Et q' ipse non inferet ne inferri procurabit per se nec per alios damnum aliquod seu grauamen pref. I. B. seu alicui de populo ipsius dominæ Regine de corporibus suis per insidias, insultus seu aliquo alio modo, quod in lesionem seu perturbationem pacis dictæ dñe Regine cedere valeat quouis modo: videlicet vterque præd' H. C. & I. S. sub pena C. li. Et prædictus R. G. sub pena CC. librarum. Quas quidem sepeales summas C. li. vterque prædictorum H. C. & I. S. (vt prædicitur) per se ac prædict' R. G. dictas CC. li. recognouerunt se debere dictæ dñe Regine de terris & tenementis, bonis & cattallis suis & quorumlibet & cuiuslibet eorum ad opus ipsius dictæ dominæ Regine fieri & leuari, si contingat prefatum R. G. in aliquo præmissorum deficere & inde legitimo modo conuinci &c. In cuius rei &c.

*A recognisance to give in evidence against one that is suspected of felony.*

(M) Memorandum quod xx. die Nouembri Anno regni dominæ nre Elizabethæ dei gratia Angliæ Franciæ & Hiberniæ Reginiæ fidei defensor &c. xxxij. R. T. nuper de C. in com præd' yeoman veni coram me W. M. armig. vno Iustici' dictæ dominæ Reginiæ ad pacem in com præd' conseruand' assignat', & recogn' se debere dictæ dñe Reginiæ quinque libr' legalis monete Angliæ. (N) Sub cōditione quod ipse personaliter comparebit coram me & locijs. meis Iustici' præd' ad proximam generalem gaolā in com præd' tenend'. (O) Et ad tunc & ibidem ostend' in euident' secund' formam statuti vers. D. T. in com præd' qui modo attach. & suspect' feloniz gaolæ dictæ dominæ Reginiæ com prædict' commissus existit quod tunc &c. alioquin &c.

*A recognisance for keeping of a Tauerne.*

(P) Memorandum quod 4. die Februarij anno Reg. dñæ nostræ Elizabethæ dei gratia Angliæ Franciæ & Hiberniæ Reginiæ fidei defensor &c. xxxij. venerunt eorum nobis C. B. & H. W. milit' Iustici' dictæ Dominæ Reginiæ ad pacem dictæ dominæ Reginiæ in com Eborū conseruand', necnon alia malefacta ac diuersas transgress' perpetrat' audiend' & terminand' assign', veni A. B. de T. in comitatu prædict' L. & R. A. de B. in comitatu prædict' H. & W. T. de eadem in eodē comitatu Weauer. (Q) Et manuceper' (viz.) quilibet manucap' præd' sub pena quinquagint' solid'. Et prædictus W. T. assumpsit pro seipso sub pena v. ll. quod ipse W. T. bene geret Tabernam secundum formam statuti. (R) Quas quidem sepeales summas quilibet eorum cognouit se debere dictæ dominæ Reginiæ, atq; volunt & concedunt de terris & tenementis, bonis & catallis suis & cuiuslibet eorum fieri & leuari si prædictus W. T. defecerit &c.

Statuts

## ¶ Statute and Statute Marchant.

(A) **A** Statute is a bond of record sealed, testifying the debtor to owe unto the creditor a certain summe of money, and the same bond is knowledged before such persons and in such manner as is appointed by statutes in that behalfe made. And thereof byn such bonds termed statutes, and they be of two sortes, that is to say, Statute marchant & statute staple. (B) A statute Marchant is a bond knowledged before one of the Clarkes of the statutes Marchant and Maior or chiefe Warden of the City of London or two Marchants of the said Citie for that purpose assigned or before the Maior, Chiefe Warden or Maister of other Cities or good Townes or other sufficient men for that purpose appointed, (C) And sealed with the seale of the debtor and of the King, which is of two pieces, the greater is kept by the said Maior, Chiefe Warden &c. & the lesser piece thereof by the said Clarkes. (D) The fee for the said seale is for statutes knowledged in fautes of every pound an halpenny and out of fautes of every pound a farthing. (E) The execution upon statutes Marchant is first to take the body of the debtor if he be lay and can be found, if otherwise then upon his lands and goods. 13. E. 1. cap. And it is made in forme following.

## ¶ Statute Marchant.

(E) **N**ouerint vniuersi &c. nos A. B. & C. D. teneri & per presens scriptum de statuto mercatorio firmiter obligari W. P. in l. li. sterlingor, Soluend' eidem W. P. aut suo certo attorn hoc script ostend', executoribus, vel administratoribus suis in festo P. proximo futuro post datum presentium. Et nisi fecerimus, volumus, & per presentes concedimus quod currat super nos & vtrumque nostrum, heredes, executores & administratores nostros pena & districtio prouis. in statuto domine Regine apud Aclon Burrell & Westm pro marchandis edit tempore domini E. quondam regis Anglie progenitoris domine Regine nunc existent. In cuius rei testimonium



monium huic presenti scripto meo sigillum meum una cum sigillo dictę domine nostre Regine de recogn. deb. ville de K. super Hull' predict' presentibus appensi. Dat' coram R. I. Maiore vill' de K. super Hull' predicta & I. L. cleric' ad huiusmodi recogn. deb. pro merchandis in eadem emptis recuperand' ordinat' & prouis. accipiend' deputat' xxx. die Ianuarij anno Regni dictę domine Regine xxxij.

*Or thus.*

(G) Coram A. B. custod' de K. vel coram custod' sigill' domine Regine nunc de mercatoribus in mundinis de K. & C. D. clerico eiusdem domine Regine ad huiusmodi recogn. &c.

Secl' 43. Statuts Staple.

(A) A Statute staple is eyther properly so called or improperly: A Statute staple properly so called is a bond of recogn. knowledged before the spoz of the staple in the presence of one of the tyn Constables of the same staple, for which seale the fee is of every pound, if the summe excēde not a C. li. a halfe penny, And if it excēde a C. li. of every pound a farthing. And by vertue of such a statute staple, the credytor may forthwith have execution of the bodie, lands & goods of the debtor 27. E. 3. cap. 9. And the Statute staple properly so called is made as folloiweth.

*¶ A Statute Staple for debts.*

(B) N Ouerint vniuersi per presentes me I. H. de L. in com' Suffex armig' teneri & firmiter obligari I. A. in centum libris bone & legalis monete Anglie Soluend' eidē I. A. aut suo certo attornat' hoc script' ostend', hered' vel executor' suis, in festo purificac' beate Marie virginis prox. futuro post dat' presentium. Et si defecero in solutione deb. predict', volo & concedo quod tunc eutrat super me hered' & executor' meos pena in statuto staple de debitis pro merchandis in eadem emptis recuperand', ordinat' & prouis. Dat' undecimo die Februarij anno Regni domine nostre Elizabethę Dei gratia

gratia Anglia, Franc' & Hibernia Reginae fidei defen-  
soris &c. xxxij.

*Oribus.*

(C) **N**ouerint vniuersi per presentes me I. W. de &c.  
teneri & per presens scriptum de statuto mer-  
catoꝝ firmit oblig. W. C. in x. li. legalis monete Angl' sol-  
uend' eid' W. aut suo certo attorn' hered' vel exec' suis in  
festo Pasche prox. futur' post datum presentiũ & nisi fe-  
cero, volo & per presentes concedo qd' currat super me  
hered' & executores meos districtiones & pene pꝛouis.  
in statuto domini regis apud Acton Burnel & Westm' p  
mercatoribus edit', & facta fuit hec recogn' coram I. F. &  
W. C. tunc ball' vill' G. pꝛed' custodibus maioris pecie  
sigilli dicti statuti & T. K. clerico domini Regis custode  
minoris pecie sigilli eiusdem statuti ad recogn' debito-  
rum mercatorum apud G. pꝛed' accipiend' deputat'. In  
cuius rei testimon' presentibus sigillum meum & sigil-  
lum dicti statuti hijs apponi procuravi. Dat' Glouc' die  
&c. anno &c.

(D) **S**tate that if any statute Merchant or of the staple whiche  
sower monethes after the knowledging thereof, bee not  
brought to the Clarke of recognisances taken according  
to the Statute of 23. H. 8. cap. 6. or his deputie, and the  
true copy thereof there entred in the booke of the said office  
withyn six monethes after the said knowledging thereof,  
then is the same thereby void against purchasers of lands  
which otherwile should be thereunto lyable. 29. Elizab.  
cap. 3.

Of a bond vnproperly called a Statute staple.

(E) **A** Statute Staple improper is a bond of Record  
founded vpon the statute of 23. H. 8. cap. 6. Of the  
nature of a proper Statute Staple, as touching the force and  
execution thereof, is knowledg'd before one of the chief Ju-  
dices, & in their absence before the Justices of the Staple and  
the Recorder of London in this Paper.

'Nouc.

(F) **N**on erunt uniuersi per presentes nos A. B. & C. D. ac teneri & fimiter obligari I. S. in C. li. sterlingorum, Soluend' eidem I. aut suo certo attornato hoc scriptum ostend', hered' vel executoribus suis in festo Pasche proximi futuro post datum presentium. Et si defecerim' (if two or more be bound) or si defecero (if one onely) in solutione debiti predicti, volo & concedo, vel volumus & concedimus q' currat super me, hered' & executores meos vel super nos & vtrumque, vel quemlibet nostrum hered' & executores nostros pena in statuto stapulae de debitis pro marchandis in eadem emptis recuperand' ordinat' & prouis. Dat' &c.

Sec. 44. Conditions of obligations & Recognisances.

(A) **H**itherto have we shewed the severall formes of obligations, recognisances and statutes: And now forsomuch as there be many conditions and defisances made to defeate the same, we here methinks in this place to shew the formes of so many of them as seeme necessarie for our direction in the making thereof, leaving the rest which be almost infinite to be made as neede shall require the same. (B) A condition, condicio, is therefore generally a rule, manner or law annexed unto mens acts, keeping & suspending the same, & making it uncertein whether they shalbe or no. For a Condition is properly said to be, when any thing is referred to an incertain chance which may happen or not happen. (C) But we omitting curiously to search out the diuerse significations and manifold diuisions thereof, will in this place only touch such forme conditions as may concerne obligations and recognisances. (D) A condition of an Obligation or recognisance is such an agreement of both the parties to the same as keepeth and delayeth the effect thereof, until the condition happen to be fulfilled and is of sundry formes. But first we will handle such as concerne payment of money, or delivery of goods or other things.

Sec. 45. ¶ A Condition to pay a summe of money  
at a certaine day.

(A) **T**he Condition of this obligation is such, that if the  
within bounden A. B. his heires, executors or ad-  
ministrators or any of them, do well and truly pay or  
cause to be paid unto the within named C. D. or his cer-  
taine Attorney, executors or administrators, or some of  
them x. li. of lawfull english money vpon the first day of  
October next insuing the date hereof, at or in the South  
porch of the parish Church of R. in the said Countie of P.  
That then this present Obligation to be utterly void and  
of none effect, or els to stand, remaine and be of full force,  
strength, power and virtue.

(B) Note that such Conditions as be subscribed or writ-  
ten vnder the Obligations vpon the same side of the  
parchment or paper that thobligations be written  
vpon, are commonly called Conditions, but such as  
be indorsed or written on thother side thereof are  
called indorcements: and then is the same made in  
this sort.

**T**he condition of the within written obligation is such,  
that if the within bounden A. B. &c. to the within named  
C. D. &c. as next above.

Sec. 46. ¶ A condition of a Recognisance for the pay-  
ment of money at ij. daies.

(A) **T**he condition of this Recognisance is such, that if  
above bounden B. C. his heires, executors, admi-  
nistrators or assigns or any of them, do well and truly  
pay or cause to be paid to the above named W. C. his exe-  
cutors or assigns or any of them, at or within the mesu-  
age or mansion house commonly called P. the place wherein  
M. A. widow now dwelleth, situate and being in Saint  
Martins le graund within the citie of London the summe  
of x. poundes of lawfull english money in manner and  
forme following: That is to say, on the x. day of P. next  
comming after the date above written, at the place afoze-

C f

said,



said, betwene the howers of eight of the clocke of the forenone of the same day, and v. of the clocke of the afternone of the same day v. poundes of lawfull English money, and in the tenth day of J. then next following, at the place aforesaid, and betwene the howers aforesaid other v. pound: That then this Recognisance to be void and of none effect. And if default be made in payment of the same x. li. or any part thereof, contrarie to the order and forme aforesaid, When this present Recognisance to stand, remaine, continue and be in his full force, strength and virtue.

Sect. 47. ¶ A Condition to pay money and deliuer wooll.

(A) The Condition &c. that if the within bounden K. S. his &c. do well and truly content and pay, or cause &c. unto the within named K. B. at &c. the summe of x. li. of good &c. at the feast of &c. (B) And also do well & truly deliver or cause to be deliuered unto the said K. &c. at the place aforesaid, on this side the said feast of &c. or within four daies next insuing after the said feast, xl. stone of good, merchantable, and perfect flaxe wooll without tairre or lockes, being well, cleane, and sufficiently washed and perfectly dried, That then &c.

Sect. 48. ¶ A Condition for the ferme of Kyne, and redeliuerie of them or money.

(A) The condition &c. That where the within named A. C. hath letten to ferme to the within bounden C. B. thre mylch kyne for the terme of seven yerres next insuing after the feast of &c. if the said C. B. his heires, executors or administrators, do well and truly content and pay, or cause to be contented and paid unto the said A. C. his executors or assignes x. shillinges eight pence of good English money yerely, and every yeare during the said terme, for the ferme of the said thre mylch kyne. (B) And also in the end of the said terme, do deliuer or pay, or cause to be deliuered or paid unto the said A. C. his executors or assignes, thre good and able mylch kyne, or els the summe of

of  $\text{£c}$ . for and in consideration of the said three mylch kynne  
so demised, at the election of the said A. C. his executors or  
assignes, That then this  $\text{£c}$ .

Sec<sup>t</sup>. 49. ¶ A Condition to redeliuer Sheepe or  
money, and the ferme.

(A) The condition of this obligation is such, that where  
the within named T. W. hath letten to ferme, and  
deliuered into the handes and possession of the wythin  
bounden C. D. xl. good and sound Cwes, to haue, hold, and  
to take the whole commodities and profites of the said xl.  
Cwes, from the feast of  $\text{¶c}$ . last past, before the date here-  
of, for and during the whole time and terme of five yeres  
from thence then next following, and fully to be ended, if  
the said C. his heires, executors, administrators, or assign-  
es do content and pay, or cause to be contented and paid  
vnto the said T. his executors or assignes xxx. s. of  $\text{¶c}$ . at the  
feast of  $\text{¶c}$ . next comming, and so forth yerely, and euery  
yere at the same feast  $\text{¶c}$ . xxx. s. for the yrealty ferme of the  
sayd sheepe during the whole terme of the said five yeres.  
(B) And also at the same feast of  $\text{¶c}$ . at the ende of the said  
five yeaeres, which shalbe in the yere of our Lord GOD  
1593. do deliuer or cause to be deliuered vnto the same T.  
or to his certayne Attorney, executors or assignes xl. suffi-  
cient and good Cwes whole and sound, or els in recom-  
pence of the aforesaid sheepe x. pound of lawfull  $\text{¶c}$ . the said  
summe of money or sheepe to be receyued and taken at the  
election and free choise of the said T. his executors or as-  
signes, That then this present Obligation to be boide  $\text{¶c}$ .

Sec<sup>t</sup>. 50. ¶ A Condition to pay money, or know-  
ledge a statute Staple.

(A) The condition  $\text{¶c}$ . that if the within bounden W. A.  
his executors or assignes on thys side the feast of  
S. within witten, do well and truly content and pay, or  
cause to be paid vnto the within named R. S. his execu-  
tors or assignes C. li. of  $\text{¶c}$ . at one whole and entier pay-  
ment. (B) Or els if the said W. A. on this side the said feast

of S. shall by a certaine obligation or recognisance of the Statute of the Staple ordeined and provided for the recovery of debtes, recognise and knowledge before the chief Justice of the Quenes Court of the pleas of her Crowne to be holden before him, or before her highnesse chiefe Justice of her Court of common pleas at West. him selfe to owe unto the said R. his heires, executors or assignes, by virtue of the statute of the Staple, one hundred pounds of  $\text{£}$ . to be paid unto the said R. his executors or assignes, at the feast of thannunciation of the blessed Virgin Marie, which shalbe in the yere of our Lord God 1593. That then  $\text{£}$ .

Sect 51. ¶ A condition to pay money by a day,  
or els to yeld to an arrest.

(R) The condition of this obligation is such, that if one J. W. of R. shall in the feast day of  $\text{£}$ . which shalbe in the yere of  $\text{£}$ . well and truly content and pay, or cause to be contented and paid to the within named E. C. his executors or assignes iij. li. of  $\text{£}$ . according to the tenor of a certaine writing obligatorie, bearing date  $\text{£}$ . wherein the same J. standeth bound to the said E. C. or els if the said J. W. shal in the said feast day of  $\text{£}$ . in proper person come and repaire unto the Guildhall of the Citie of R. and there shall remaine from 1 of the clocke  $\text{£}$ . untill xij. of the clock at none of the foresaid feast day, readie to yelde himselfe to be arrested to answer unto such action & actions as shalbe commenced against him at the suit of the said E. upon the foresaid writing obligatorie, That then  $\text{£}$ .

Sect. 52. ¶ A Condition to pay money for a Cheine of gold vpon discent of lands to his wife.

(S) The condition  $\text{£}$ . That where the within named J. C. hath given to the within bounden T. H. one Cheine of gold, if the said T. H. his executors or administrators, in consideration and recompence of the said Chein within one moneth next after any of the lands, tenements or hereditaments, which late were the inheritance of one W. C. shall in the life of the said T. H. remaine, descend, reuert,

revert or come to A. now wife of the said D. H. by right of inheritance, or as heire to the said W. C. do pay or cause to be paid to the said J. C. the summe of xl. li. of good ec. That then &c.

**Sect. 53.** ¶ A Condition to pay money at the day of Maryage, or of death.

(T) The condition ec. that wher the wim named P. S. hath bargained and solde to the wwithin bounden B. one Gold ring for the summe of ix. poundes of good ec. if therefore the said B. his heires ec. do well and truly pay or cause ec. unto the said P. S. his executors or assignes the said ix. poundes, in maner & forme following: viz. at and upon the day of the coming and arrival of the said P. into J. from the Citie of M. or within x. daies next after the said arrival, or at and upon the day of the celebration of the maryage of the said P. S. or at, or upon the day of the decease of the said P. viz. at the first of the said dayes or termes which shall next happen to come to passe, That then &c.

**Sect. 54.** ¶ A Condition to pay money vntill the day of Mariage, and at the day of maryage, or within one Moneth after death.

(V) The condition of this obligation is such, that if the wwithin bounden E. P. ec. shall well and truly content and pay, or cause ec. to E. S. daughter of the wwithin named J. S. or her assignes xx. s. sterling, yerely & every yere at the feast of ec. vntill the day of the mariage of the said E. the first payment thereof to begin at the feast of E. wwithin wwritten. And also shall truly content and pay, or cause to be contented & paid to the said E. or her assignes xl. li. of ec. at and upon the day of the mariage of the said E. And if it shal fortune the said E. to depart this world before she shalbe married, then if the said E. P. his heires ec. or one of them shal truly content and pay, or cause to be contented and paid to the said J. S. his executors or assignes, the said summe of xl. poundes, wwithin one moneth next after the



decease of the said C. That then this present &c.

Sec. 55.

¶ A Condition to pay childes partes.

(A) The Condition of this obligation is such, that if the above bounden K. P. &c. his heires executors, administrators, or any of them pay and deliyver, or cause to be paid and deliyvered unto thaboue named W. C. P. and A. naturall childzen of thaboue named J. late of K. aforesaid, their late father deceased, their severall spirital portions or childes partes, of the goods and chattels of their said late father, according to the Inwentorie thereof. (B) And also be accomptable unto them of all other their rightes due unto them, or to any of them by virtue of the last will & testament of their said father when they come to lawfull age of xxi. yerres, or be married, or require the same. (C) And also honestly according to their degrees educate & bring up the said childzen during the time of their nonage, with meat, drink, cloth, and learning. And if it fortune any of the said childzen to die before they come to lawfull age, or be married, as is aforesaid, (D) When if the said K. P. do content and pay the porcion & other rightes of such of him, her or them so dying to whom the law shall appoint the same to be paid, & which of right ought to have the same, (E) And also save and keepe harmelesse the above named Reverend father in God Master W. J. Commissarie abovesaid, and all other his officers and ministers against all men by reason of the premisses, That then &c.

Sec. 56.

¶ A Condition to pay a rent.

(A) The condition of &c. that where the within bounden A. B. hath lately taken in ferme for y<sup>e</sup> terme of vij. yerres, of the within named C. D. one tenement, set & lying in the towne of W. L. &c. for the rent of xl. s. yerely to be paid, as in a paire of Indentures thereof made, whose date is &c. plainly appeareth: That if the sayd A. B. or his executors well and truly pay or cause to be paid to the said C. D. his heires and assignes, the foresaid yerely rent of xl. s. at the

daies

daies and termes accustomed, according to the tenor and effect of the said Indenture &c. What then &c.

Sect. 57. ¶ A Condition for the payment of money giuen with a Prentice.

(A) The condition &c. That where one C. S. sonne to the within named T. S. by his Indenture of apprenticeship bearing the date hereof, hath put him selfe apprentice to the within named S. after the maner of his apprenticeship to dwell & serue him, from the feast of S. Thomas thappostle last past before the date of these presents, untill the end & terme of viij. yerres thence next ensuing & fully to be complete & ended, as by the same Indenture more plainly appeareth. And where also the said T. S. the day of the date hereof hath paid & deliuered unto T. S. the summe of xxx. li. of &c. to occupie & employ the same to his owne vse during the said terme of viij. yerres, if the said T. and C. so long do lyue, and the said C. do so long dwell with him the same T. S. And where also the said T. S. by Obligation bearing date &c. hereof standeth bound to the said T. S. for the payment of xx. li. of &c. to be paid to the said T. S. bys his executors or assignes the x. day of &c. next comming after the date hereof, as by the same Obligation more plainly appeareth, to the intent that he the same T. may employ the same to his owne vse during the said terme, if the said C. and T. do both so long lyue, and the same C. so long abyde wyth the said T. Therefore if it fortune the said T. S. or the said C. or either of them to dye or decease within the said terme of viij. yerres, or if the said C. within the same terme of eyght yerres shall happen to be set ouer to any other person or persons to serue out his yerres, or such part of the said terme as he shall then haue to serue, or if the same C. do depart from the seruice of the said T. his said Master during the said terme, or if the said terme shall be expired: When if the said T. S. bys executors, administrators or assignes within xxx. dayes next ensuing

C liij after

after such decease of the said T. S. or E. or from the setting ouer of the same E. or the departure of the same E. out of the seruice of the said T. S. as is aforesaid, or the expiration of the said terme of viij. yeres, which of them shall first chance to come or be after the date hereof, do well and truly pay or cause to be paid to the said T. S. his executors or assignes, aswell the said summe of xxx.li. as also the sayd summe of xx. pound of sc. without fraude, couin or disceit, That then &c.

Sec. 58. ¶ A Condition for the deliuerie of  
fagotts, wood &c.

(A) The condition &c. that if the within bounden J. P., his heires &c. do well and truly deliuer or cause to be &c. one thousand fagotts of wood of Dke, Ash or Elm, of able good stufte, and after the rate of ten hundred to the thousand, and vij. score iij. fagotts to euery hundred, euery fagot to containe in length iij. fote and a halfe at the least, and one yerde within the band, and to be well made, & full and sufficiently filled and bound, at or on this side the least of &c. at the mansioun house &c. That then &c.

Sec. 59. ¶ A Condition to pill and fell wood,  
make and deliuer fagotts.

(A) The condition &c. That where the within bounden J. C. the day of the date within written, for a certaine summe of money to him by the within named E. P., at the in sealing of these presents, well and truly payed, whereof the said J. C. knowledgeth himselfe to be satisfied and contented, hath bargained and sold to the said E. P. all those hys ten Dkes, now standing and growing in little P. in the Countie of P. in a certaine wood, the parcell of a tenement there called C. as the sayd J. C. Dkes bine alreadye marked, out of the sayd C. to be felled by the ground in barking time, the barke to be pilld from them, and the toppes of the sayd terme Dkes to be made into fagot wood, called halfe hundred wood, and other blockes mete for the fier, to be deliuered to the sayd E. P.,  
his

his executors or assignes, at the mansion house of the said C. within the citie of P. at the costs and charges of the said J. C. his executors and assignes before the feast of P. ec. Wherefore if the said J. C. his executors or assignes, at his or their proper costes and charges, before the said feast of P. ec. shall sell or cause to be sold hard by the ground in barking time the said x. Dkes, and shall pill the barkie from them to the most aduantage of the sayd C. his executors or assignes, and make or cause to be made all and singuler the toppes of the said ten Dkes into good and sufficient sagot wood called halfe hundred wood, & other blockes meete for the fire. (B) And ouer that if the said J. C. his executors or assignes at his or their like proper costes and charges, before the said feast of P. shall deliuer or cause to be deliuered to the said C. or his executors or assignes at the mansion house of the said Edmond within the Citie of P. as well all and singuler the bodies of the said tenne Dkes and euery of them, with the barkie from them to be pilld, as also all and singuler the said sagot wood called halfe hundred wood, and other blockes comming and arising of the tops of the said ten Dkes and euery of them, That then &c.

SECT 60. JA Condition to deliuer Godde fish.

(A) **T**he condition &c. that where the within bounden T. B. hath bargained & sold unto the within named W. B. one thousand Godd fish commonly called Iceland Godd fish, good and marchandable and wel and sufficiently salted and dryed, to be vnted and chosen out of the fish that shalbe brought from Iceland in any of the iij. ships of the said T. B. which be called by any of these names, viz. &c. to be cast out after the vnted and order in that behalfe vnted, that is to say, all skinnes &c. and &c. of that worst Godd fishes to be cast out of the ship ouer and beside the ship. remayning, If therefore the said T. B. his executors, administrators or assignes at or on this side the feast of Saint B. thapostle within written, do well and truly deliuer or cause



cause to be delivered unto the sayd **W. H.** his executors or assigns at a certaine place called **ec.** one thousand Codd fish of good sorte and marchantable, well and sufficiently salted & dried, to be chosen out of any of the aforesayd fish or out of the sayd **ij.** ships by the sayd **W. H.** his executors or assigns, and to be cast out after the order above prescribed, according to such maner and use as in that behalfe is used amongst Fishermen or Mariners and according to the true meaning hereof, That then **ec.**

*Sect 61.* **J**A Condition to deliver a last of Salmon.

(A) **T**he condition of this obligation is such, that where the within bounden **W. H.** the day of the date within writtten, hath bargained and sold to the within named **H. H.** one last of Salmon, accompting **xij.** barrells for a last, good, salt, swete and marchantable, to be truly packed in barrells of assise of the great bosse, for the which last of Salmon the said **H.** knowledgeth himselfe truly to be satisfied, contented and payed, if the sayd **W. H.** his executors or assigns well and truly without any delay deliver or cause to be delivered to the said **H. H.** or to his assigns by the feast of Saint Peter within writtten, the said last of Salmon, good, salt, redde, swete, and Marchantable, franke and free at London, That then **ec.**

*Sect 62.* **J**A condition to deliver oyles.

(A) **T**he Condition of this Obligation is such, that if the within bounden **J.** at any time before the feast of **S. Mich.** tharchangel next comming after **h.** date **ec.** deliver or cause to be delivered unto the within named **W. H.** his executors, administrators or assigns, at or in the now mansion house of the said **W. H.** septuate in the said citie of **L.** **x.** turnes of oyle, Cintl, good, swete, marchantable, full and well bound accordingly, That then **ec.**

*Sect. 63.* **J**A Condition to deliver Salt or to pay money.

(A) **T**he Condition **ec.** That if the within bounden **H.** and **J.** their heires or executors or any of them shal deliver

deliuer or cause to be deliuered, in the withyn named A. K. his certaine attorney or executor at B. before the feast of eight scope weyes of bay salt, good and merchantable after the rate of xvi. for xii. or if the said A. or J. their heires or executors do not deliuer or cause to be deliuered to the fore- said A. K. their certaine attorney or executor before the said feast of all Saints the aforesaid viij. scope weyes of Salt in manner and forme as is aforesaid. When if the said A. and J. their heires or executors pay or cause to be paid to the aboue named A. K. his certaine attorney or executor at B. aforesaid, for and in consideration of the said eyght scope weyes of Bay Salt in the feast of the ec. Thre score and six poundes of lawfull money of England, That then ec.

Sec<sup>t</sup> 64. ¶ A Condition to redeliuer plate lent.

(A) The Condition of this obligation is such, that where- as the aboue named W. W. hath lent and deliue- red unto the aboue bounden J. W. certaine parcels of silver plate hereafter mentioned weighing 228. ounces & a halfe of Haberdensis weight of the value of lxxij. li. and xi. s. of lawfull English money after the rate of vi. s. for every ounce of the same weight as hereafter perticularly follow- eth. That is to say: one lincry Curn gilt weighing 44. ounces and a halfe, one other lincry Curn gilt weighing 42. ounces and a halfe, one other spinning Curn ec. If therefore the said J. W. his executors or administrators or any of them do within x. daies next ensuing the date hereof well and truly redeliuer or cause to be redeliuered unto the said W. W. or his certaine attorney, executors or admini- strators or some of them in the Hall of ec. All the same parcels of plate in such and so goodlye, manner and forme in all respectes as her the said J. W. or any other per- son or persons, for him, or to his use or by his appoint- ment hath or shall receive the same: That then ec.

Sec<sup>t</sup>

Sec<sup>t</sup> 65. A Condition to deliver corne at a certaine day and place.

(A) **T**he condition of this obligation is such, that if the within bounden J. S. well and truly deliver, or cause to be delivered unto the within named J. P. his executors or assigns, at the dwelling place of the same J. P. set and being in the towne of Holne, twentie quarters of wheate, white and red, sweete, cleane, drie and marchantable with the best, on this side the feast of all Saints within witten, What then &c.

Sec<sup>t</sup> 66. A Condition for the deliuey of corne.

(A) **T**he Condition of this obligation is such, that if the within bounden J. D. his executors or administrators do wel and truly deliver or cause to be delivered to the within named B. C. his certeine attorney or executors at the mansion house of the said B. C. within the cite of P. tenne Combes of Rye able good stufte, marchantable, saire, cleane and by a lawfull bushell measured. And also tenne combes of malt like stufte, marchantable, cleane, fined and by a lawfull bushell measured after the accustomed measure in the said cite of P. in manner and forme following, that is to say, on this side the feast of the Nativity of our Lord God the said ten combes of Rye, And on this side the feast of E. then next following the said x. combes of malt after the rate and measure aforesaid, What then &c.

Sec<sup>t</sup> 67. A Condition for the deliuey of Coales.

(A) **T**he Condition &c. do deliver or cause &c. W. C. his executors or assigns at a certeine place in the ward of E. within the Cite of L. commonly called & known by the name of the common wharfe xx. chalders of Coales, commonly called New castell or ten coales, well and truly measured, and as good, great and large measure, as is commonly made and delivered at the hay side in great Parmouth of very good, able stufte & marchantable with the best on this side the feast of &c. What then &c.

Sect. 68. A condition to carie coales.

(M) **T**he condition of this Obligation et. that if the above bounden **T. C.** his executors or administrators or any of them at his and their onely proper costes and charges do lead, carry, bring and deliver or cause to be led, carried brought and delivered to the sayd **W. W.** his executors et. two and fortie good and sufficient wayne loades of Sea coales, every load thereof conteyning one whole rucke of coales or more, from the coale pits commonly called **R.** coale pits in the Lordship of **R.** also sayd, to the now dwelling house of the said **W. W.** in **R.** also sayd at the severall times hereafter expessed. That is to say, ten loades of the said two and fortie loades parcell; before the feast of Pentecost next insuing the date hereof, and other twentie loades of the sayd two and fortie loades before the feast of **S. Michael** tharchangell now next insuing, and other six loades of the sayd two and fortie loades before the sayd feast of **S. Michael** tharchangell, which shalbe in the yere of our Lord God 1592. and other six loades of the said two and forty leades residue before the said feast of **S. Michael** tharchangel which shalbe in the yere of our Lord god 1593 That then et.

Sect 69. A Condition to seale an Obligation with a suertie

(A) **T**he Condition of this obligation is such, that if the within bounden **T. S.** his heires, executors or administrators and one other good, able and sufficient person with the said **T. S.** on this side the feast of **S. Andrew** the Apostle next insuing after the date within written, do seale and as their deedes sufficient in the law deliver unto the within named **J. C.** his executors or assigns, one good, lawfull, and sufficient writing obligatorie in the law, wherein the said **T. S.** and the other good, able and sufficient person, and their heires, executors and administrators, and every of them shalbe and stand bound jointly and severally unto the said **J. C.** his executors and administrators in the summe of



of one hundred Markes of good English money, indorsed with condition in due order and forme of law, for the true payment of x. li. of like money to be paid vnto the said J. C. his executors or assignes in maner & forme following, that is to say at the feast of S. Mich. tharchangel &c. x. li. at the feast of S. Mich. tharchangel then next ensuing x. li. and so from thenceforth yerely, and euery yere then next and immediatly following, at the feast of S. Mich. tharchangel x. pounds of like money, vntill the said fortie pounds be fully satisfied and paid, That then &c.

Sect 70. ¶ A Condition to cause one to seale an Obligation.

(A) **T**he Condition &c. that if the within bounden J. C. before the feast of P. next comming after the date hereof cause W. C. of the towne of B. to be bound by his writing obligatory sufficient in the law, and with his seale insealed vnto the within named T. in x. li. sterling to be payd the x. day of J. &c. and also before the same feast cause the said W. to deliuer the same obligation clerely for his dedde in the towne of B. vnto J. B. of D. clothier, to the vse of the said T. that then &c.

Sect 71. ¶ A Condition to release &c.

(A) **T**he Condition of this obligation is such, that if the within bounden B. C. do cause J. D. Seriant at the law, and E. his wife, before the feast of Easter next comming, at the costes and charges in the law of the said B. by their sufficient dedde in the law, to release, remit, and quite claime to the within named C. D. &c. and their heires all their right, title, power and interest, which the said J. D. and E. his wife, or either of them haue had, or may haue, of and in all such landes, tenementes &c. that then &c.

Sect 72. A Condition to make a Ioynture of such a value

(A) **T**he Condition of this obligation is such, that if the within bounden W. K. &c. or his heires, at their owne proper costes and charges, before the feast of Easter next

next, after the date within written, make or cause to be made unto A. B. &c. a good, sure, sufficient and lawful estate in the law of and in all and singular those lands, tenements &c. with the appurtenances in the Citie of London of the peryel value of x. li. sterling, ouer and aboue all charges and reppises. To haue and to hold all the said lands and tenements with the appurtenances unto the said A. B. &c. for terme of life of M. C. to the vse of the same M. C. and to her assignes for terme of her life, the which M. by the grace of God shall marry and take to husband the said W. K. And also if the said W. K. after the sayd estate, of and in the lands and tenements afoze reherled, do suffer and cause to be done, all & every such thing and things as shalbe aduised by the learned Counsell of the said A. B. C. D. &c. their heires and executors, to make the foresaid state sure to the aboue named A. B. to the vse of the same M. for terme of her life, be it by recoverie, fines, feoffements, release, confirmation and dedes enrolled with warranty or without warranty or any of them or otherwise, That then &c.

Sect' 73. ¶ A Condition to make an estate.

(A) **T**he Condition of this obligation is such, that if the within bounden C. W. or his heires within sixtens dayes next insuing after the date within written, do make and deliver, or cause to be made and delivered unto h with- in named T. H. and his heirs, a good, perfect sure, and law- full estate in fee simple of, and in thre roods of free land in C. called K. to the only vse of the sayd T. H. his heires and assignes for ever. And also if the said W. or his assignes, shall not impaire any of the premisses, by selling of any wood or timber or otherwise befoze or after the said estate making. That then &c.

Sect' 74. ¶ A Condition to make a Ioynture.

(A) **T**he Condition of this &c. that where the within bounden J. C. by the grace of God shal marry and take to wife C. C. daughter of the within named K. C. if there

if therefore the said J. C. his heires or assignes, within the terme of one yere next after the date within written, do conuey and assure, or cause &c. vnto the within named R. C. and P. C. or their heires, so much lands, tenements and hereditaments, lying in the County of P. as then at thas-  
surance making, shalbe and so continue to be of the yerely value of &c. by yere ouer all charges & repayres, To haue and to hold the said landes, tenements and hereditaments vnto the sayd R. C. and P. C. and their heires to the vse of the sayd J. C. and C. and their heires for euer. And also if the sayd J. C. or his heires within six yeres &c. shall purchase so much other landes and tenements as shal amount to the value of xxx. li. of good &c. and shall make the like conueiance and assurance of them to the said R. and P. & their heires, to the vles aforesaid. That then &c.

*Sect. 75.* A condition for further assurance of landes.

A) The condition of this obligation is such, that where y within bounden W. R. for & in consideration of a certaine summe of money to him payd by the within named R. C. hath bargained & sold vnto the sayd R. all that house messuage or tenement with thappurtenances late the messuage or tenement of R. P. citizen and Alderman of P. deceased, lying and being in the Parish of S. L. in the citie of P. neere the house now or late of H. S. aswel toward thest and toward the south &c. if A. C. of P. Mercer & C. his wife late daughter of the said R. P. and the heires of them and euery of them within the space of &c. shall do and suffer or cause to be done and suffered all and euery thing &c. whatsoeuer, which shalbe deuised, aduised or required of the sayd W. R. his heires or executors by the said R. C. his heires or assignes or the learned counsell of the said R. his heires or assignes at the costes and charges in the law of the said R. his heires or assignes for the good and perfect conueying and assuring of all and singuler the premisses with thappurtenances to be made sure and perfect to the said R. C. his

his heires and assignes, to the onlie vse of the said A. bys heires and assignes for ever, be it by fine, feoffement, dede or indenture, recoverie with voucher or vouchers, confirmation, release with warranty only against the said W. A. and his heires, or by any other way or meanes whatsoever the premises or any part or parcell thereof, at the time of the said assurance and assurances making, being cleerely discharged and exonerated for ever, of, and from all former bargaines, sales, jointures, titles, interestes, charges, & incumbrances whatsoever, had or made by the said A. & C. or either of them, the rents &c. only except, That then this &c. Sec. 76. ¶ A Condition to reinfoffe him discharged,

and further assurance.

(A) The condition of this Obligation is such, that whereas the within named H. A. by his dede of feoffement, hath given, graunted and confirmed and delivered unto the aboue bounden C. T. all that manor, capital messuage, tenements, & ferme called or knowen by the name of litle D. otherwise called H. with all and singuler thappurtenances, and also all other the messuages, lands, tenements and hereditaments whatsoever, which now be or late were accepted, repused, used, knowen or letten, to, with or as part, parcel or member of the same manor, tenement or ferme, with the rents, reversiones, and services to the same belonging or appertaining. And al those lands, tenements and hereditaments in the Towne, parish and field of H. in the said countie of C. late the said H. A. To haue and to hold to the same C. his heires and assignes, as by the said dede of feoffement it may more plainly appeare. If the said C. or his heires before the first day of J. next insuing the date hercof, shall make or cause to be made at the costes and charges in the law of the said H. A. such sure and lawfull estate in fee simple, without condition or mortgage, to the onlie vse of the said H. A. his heires or assignes for ever, of and in the said manor, chiefe messuage, tenement, ferme, and all other the premises wyth these



their appurtenances, as is or shalbe deuised or aduised by the said H. his heires or assignes, or by the counsell learned of any of them. And also if the said man or al other p<sup>r</sup>emisses, every part thereof at p<sup>r</sup> time of p<sup>r</sup> said estate & other assurance therof made shalbe cleerly exonerated & discharged of al former bargaynes, sales, charges & incumbrances whatsoeuer, had, made, done, procured or suffered to be done by the said E. T. (the title of Dowry of Susan the wife of the said E. onlie excepted.) (B) And also if the said E. T. and S. now his wife, and all and euery other person and persons, now having any right or title, in, or to the p<sup>r</sup>emisses, by or from the said E. T. from time to time, and at all times hereafter, within the space of two yeres next insuing the date hereof, when and as often as they or any of them shalbe thereunto reasonably required by the said H. his heires or assignes, shall at the costes and charges in the law of the said H. A. his heires or assignes do, make, knowledge, and suffer to be done all and euery such act and actes, thing and thinges, for the moze better and further assurance of the p<sup>r</sup>emisses to be had and made sure to the said A. his heires and assignes, as by the counsell learned of the said H. A. his heires, executors or assignes shalbe reasonably deuised or aduised: be it by fine, seoffment, release wyth warrantie or otherwise.

(C) And also if the said Edward Tomkinsonne shall for ever hereafter acquite, discharge and saue harme, lesse, aswell the said H. A. his heires and assignes, as the p<sup>r</sup>emisses and every part thereof, for and concerning such interest, dowry and title of dowry, as the sayd S. now the wife of the said E. shall or may haue, in, or to the p<sup>r</sup>emisses, by or after the death of the sayd E. T. That then this &c.

Scet 77.

¶ A Condition for the graunt of an annuitie.

(A) The condition &c. That if the within bounden W. B. & J. B. or one of them, or the heires, executors or

or administrators of any of them on thys side the scaft  
of ec. do duly and lawfully graunt, comey and assure, or  
cause ec. unto one C. H. of ec. and D. his wife, by good and  
sufficient assurance in the law, one perely rent or annuitie  
of r. li. by the pere, to be going and issuing out of the lands  
and tenements of the sayd W. B. and J. B. ec. within  
the Countie of Norffolke now being, and which hereafter  
for ever shall continue and be of the cleere perely value of  
rr. li. of ec. over all charges and reprises of whych sayd  
lands and tenements, the said W. and J. or one of them  
at the time of the said annuitie graunting and assuring,  
shalbe lawfully by good, lawfull, and sure interest and title,  
sole seised in thcir demeane as of fee to their owne bles,  
without any condition or limitation: The said rent or an-  
nuitie to be payed unto the said C. and D. his wife, or to one  
of them, or to the longer lyuer of either of them at the scafts  
of ec. by even portions. (B) To haue, hold, receine, and  
intoy the annuitie or annual rent of ec. unto the said C. and  
D. and their assignes, and to the longest lyuer of them at  
the scaftes aforesaid, by even portions perely and every  
pere, during the naturall lyues of the the said C. and D.  
and the longer lyuer of either of them. (C) And also if  
the said W. and J. or one of them at the said assurance ma-  
king, shall haue full power, right, and lawfull auctoritie,  
to comey and assure the said perely rent or annuitie to be  
issuing out of the said lands and tenements aforesaid, unto  
the said C. and D. his wife, and either of them, and the  
longer lyuer of either of them. (D) And also if the sayd  
W. and J. or one of them at the sayd graunting and assu-  
ring of the said annuitie, shall and will thereby charge the  
said landes and tenements with clause of distresse, that if  
the sayd rent or annuitie, or any part thereof shall be at  
any tyme behinde when it ought to be payed: That then  
it shall and may be lawfull unto the sayd C. and D. and  
euerie of them, and the longer lyuer of cyther of them, to  
enter in and vpon the landes and tenementes aforesayd,

It is

and

and there to distraine, and the distresse and distresses there  
 so found, to take, lead, drive, chase and carrie away, & with  
 them and either of them, and the longer luer of eyther of  
 them to withhold and detaine, untill the said C. and D. and  
 the longer luer of either of them, shalbe of the yerely an-  
 nuitye of xli. li. and also of xl. s. in the name of a paine for  
 euery such default of payment together with the arrerages  
 thereof, if any shall happen to be, fully satisfied and paid.  
 (E) And also if the said C. and D. or one of them at the  
 said graunting and assuring of the said rent or annuitye, as  
 is aforesaid, shalbe and stand lawfully seised of the landes  
 and tenements, whereof the said rent or annuitye shalbe so  
 issuing or limited to issue as is aforesaid, in their demeane  
 as of fee to their owne vles, without any condition or ly-  
 mitation by god, lawfull, sure interest, and perfect ryght  
 and title, discharged or saved harmelesse for ever, of and  
 from al maner charges and incumbrances, except the rents  
 and seruices to be &c. and except the said rent or annuitye,  
 That then &c.

Sect. 78. ¶ A Condition to surrender Custo-  
 marie landes.

(A) The condition &c. is such, That where the wythyn  
 bounden J. K. hath bargained and sold to the with-  
 in named W. L. all that his meale with thedifices and iij.  
 acres and an halfe of arable land &c. with all their appar-  
 tenances which were late M. P. widdow deceased, mother  
 to the said J. K. set and lying in the towne and fieldes of B.  
 To haue and to hold the premisses to the said W. and to his  
 heires at will of the Lord and Lordes, after the custome of  
 the manor or manors whereof they be parcell, if the same  
 J. K. at the next Court or Courts to be holden at the same  
 manor or manors, do surrender and yeld into the hand of  
 the Lord or Lordes of the said manor for the time being, all  
 his right &c. to the vse of the said W. and his heires, in such  
 wise, as the same W. or his heires shall and may be admit-  
 ted tenants of the same, to hold to them and to their heires  
 at

at the will of the Lordes aforesaid, after the custome of the said manors. And also if the said J. or his heires shall at all times hereafter discharge the premisses of all former bargaines, sales, jointures, dowries, rents, fines, forsaytures, paines and amerciaments, and other charges going out of the same, had, done, caused or made at any time or times before the said surrender or any of them, That then &c.

Sect. 79.

¶ A Condition to make a Boat.

(A) The Condition of this Obligation is such, that if the above bounden J. P. and J. B. their executors or assignes or any of them, do, shall and will well and truly worke and make, or cause to be well and truly wrought and made, at the onlie proper costes and charges of the said J. and J. their executors or assignes, one good, sufficient and perfect Boat called a catch, to and for the onlie proper use and behalfe of thabone named S. S. and the same boat or catch do and shal worke and make in greatnes and godnes both in length and breadth and burthen, like unto a certain boat called a catch of A. H. and T. S. of S. in the countie of P. gent now already made and wrought. And the said boat or catch do and shall make broader in the bottome of the same then the said boat or catch of the said A. H. and T. S. now is by the quantitie of one hand breadth, and do and shall worke and make the same of good substantiall and seasonable timber wood, and all other stufte requisite and necessary for the making thereof, and of so good workmanship in all pointes and properties, and to all purposes and intents, as the said boat or catch of the said A. H. and T. S. now is made and wrought of, without all couyn, fraud or disceit to be had in or about the making and workmanship thereof, and the said boat or catch well, sufficiently and perfectly wrought and made, as is aforesaid, do. (B) And shall well and truly delpyer or cause to be delpyered before the xv. day of June next comming after the date of these presents at P. in the said countie of P. to the said T. S.

Hij

his



his executors or assignes without any further delay. (C) So that the said S. S. his executors or assignes or any of them do at and upon the deliuerie of the said boat or catch well and perfectly wrought and made, as is aforesaid, content & pay, or cause to be contented & paid to the said J. M. & J. W. their executors or assignes, the iust and whole summe of vi. li. of good and lawfull English money, That then &c. Sec. 80. ¶ A Condition to make an estate of

landes by fine.

(A) The condition of this obligation is such, that where the aboue bounden W. B. hath receyued of the within named R. L. the summe of £c. if the said W. B. and M. his wife, in consideration of the said summe of £c. before the feast of £c. do make a sufficient and lawfull estate in the law in fee simple by fine in due forme to be leuied at the costes and charges of the said R. L. to J. L. and W. L. of, and in the landes and tenements in B. in the countie of P. being of the inheritance of the said M. and of the Percy value of £c. to the intent that the said J. L. and W. L. shall by the same fine graunt and render againe the same landes and tenements to the said W. B. and M. during their liues without impechment of wast, the remainder after the decease of the said W. and M. to E. the wife of the said R. L. and daughter of the said W. and M. for terme of her life, and after the decease of the said E. the remainder to the said R. L. and to the heires &c. and also if the said W. B. before the said feast of £c. make a lawfull graunt to the said W. L. of al his whole terme & interest for yeres, which the said W. B. hath of the demise and lease of our soueraigne Lord the king, to and in the west grange lately belonging to the &c. That then &c.

Sec. 81. ¶ A Condition to make reparations and fences.

(A) The condition of this obligation is such, that whereas the aboue named W. B. hath & holdeth, or hereafter shall haue and hold one messuage, xx. acres of arrable land

land, and one acre and an halfe of meadow, being in the townes and fieldes of L. and S. in the countie of C. for certayne yerres yet induring, for a certayne yerely rent, the remainder or reversion thereof belonging vnto the said W. B. and A. his wife, & theirs of the said W. B. as by a certayne fine knowledged before Sir E. Anderson knight Lord chiefe Justice of the common pless at West. and other the Quenes Maiesties Justices of the same bench of the same premisses for that purpose, in the same terme of S. Trinitie last past, vpon graunt & render, as thereby appeareth: If therefore the said W. B. his executors, administrators & assignes, & euery of them, at his & their owne proper costes and charges, shall at all times hereafter during the continuance of the said terme of yerres in the said fine expressed, well and sufficiently make, repaire, susteine, mainteine and uphold all the houses, edifices, walles, pales, hedges, fences, ditches & watercourses & buildings in and vpon & about the demised premisses, and in the end of the same terme leave the said houses & buildings so sufficiently repaired, sustained, maintained and upholden, and the ditches, watercourses, hedges & fences, wel & sufficietly amended, scoured & made.

(C) And also if the said W. B. his executors, administrators & assignes, and euery of them, shall during the terme aforesaid, pay & beare all subsidies, outrents, taxes, & all other charges whatsoever issuing out, of, or fro the premisses, or any part thereof, & thereof discharge and saue harmelesse the said W. B. & his wife & theirs of y<sup>e</sup> said W. B. That then &c.

Sect. 82. ¶ A Condition for the warrantie of woad or any like thing.

(A) The Condition of &c. That where the within bounden J. hath bargained, sold, & deliuered to the within named K. one M. Bales of Wholouse woad, of the marks of sower knotts euery Bale, and hath promised & warranted vnto the same K. that euery set of the same woad shall make, when it is set and prooned, sower pound sterling, if it be so that euery set of the same woad when it is set

and proued, make the said warrantie of iiij. pound ster-  
ling, that then this present obligation shalbe voyd and hol-  
den for nought. (B) And if any set of the foresaid woad  
(reckoning three hundred for a set) make not when it is set  
and proued the said warrant of lower pound sterling. And  
then if the foresaid ff. from time to time, vpon due know-  
ledge thereof to him made and giuen by the foresaid K. or  
by his assignes do well and truly delpuer, or cause to be de-  
liuered to the said K. or to his certaine Attorney, or to his  
executoys at the Bridge foote in the Citie of London, as  
much Wholouse woad of the goodnes and warrantie afoze-  
said, after xvi. shillinges sterling for every such hundred  
weight thereof, as shall lacke in any set of the foresaid war-  
rantie of iiij. pound sterling, That then also this obliga-  
tion be voyde &c.

Sec. 83. ¶ A Condition to warrant the sale of a Shippe.

(A) The condition of this obligation is such, that where  
the within bounden A. B. sold vnto the within na-  
med C. D. a certaine Ship called the Marie of Callice, and  
all maner of battell instruments, furniments, and apparell  
of the same Ship with thappurtenances, for a certaine  
summe of money betwene them accorded, as in a byll of  
sale thereof made plainly both appeare, if the said C. D.  
well and peaceably may haue, hold, inioy and possesse, to  
him, his heires and assignes, all the said ship, battel instru-  
ments, apparell, and appurtenances aforesaid, without  
contradiction, let or disturbance of any person or persons by  
reason of any lawfull claime or interest in the same, before  
the date of these presents had or made, according to the te-  
nor and effect of the said byll, That then &c.

Sec. 84. ¶ A Condition to inioy landes quietly.

(A) The condition of this obligation is such, that if the  
within named A. may haue, hold, & peaceably pos-  
sesse to him & to his heires & assignes for euer, all those fine  
mesuages with thappurtenances, which sometime were the  
win bounden W. H. wout any disturbace, let, interruption,  
eviction,

eviction, expulsion, impleading, molesting, vexation or grief either of, or by the said C. his heires, or any other person or persons whatsoever they be, having, or pretending any manner right, title, use, claime or interest of and in the said five messuages or any part or parcel of the same, That then &c.

Sec<sup>t</sup> 85.      ¶ A Condition peaceably to inioy corne and grasse.

(A) **T**he Condition &c. is such, that where the within bounden K. C. by his writing indented, bearing date the day of the date hereof, amongst other things hath bargained & sold unto the within named J. C. all his Barley growing upon xx. acres of land, parcell of the mannor late of C. And the Bease & Fitches growing upon &c. parcel of the said Manor, and the grasse growing upon all the meadow grounds belonging to the said manor, & the Hempe growing upon two hempe lands, parcell of the said Manor containing by &c. as by the said writing indented more evidently appeareth, if the said J. C. his executors and assigns shall or may peaceably and quietly sell, carry away, have, hold, and inioy, to him, his executors and assigns for ever all the said corne, grasse, and hempe, without any lawfull let, interruption, disturbance, trouble or vexation of any person or persons, That then &c.

Sec<sup>t</sup> 86.      ¶ A Condition that one shall peaceably inioy an estate.

(A) **T**he Condition &c. that where the within bounden T. B. and D. his wife, by their deed of feoffment indented, bearing date &c. have executed and made an estate unto the within named W. J. and E. his wife of a certain tenement, and the moitie of a drawing well, in B. in the Parish of &c. as by the same deed it doth & may appeare, if the said W. and E. and the heires and assigns of the said W. shall & may for ever hereafter, have, hold & inioy all and singular the premises and every part thereof, according to the tenor, force and effect of the same deed indented, discharged,



charged, or otherwise saved harmless for ever, of and from all manner of charges, troubles & incumbrances, had, made, done or suffered by the said **T.** and **B.** or either of them, the rents and services from thenceforth to be due or payable for the premises or any part thereof, to the chief Lords or Lordes &c.

Sec<sup>t</sup> 87. **JA** Condition to suffer a man to enjoy lands peaceably &c. which were lately recovered.

(A) **T**he Condition of &c. that if the within bounden **W.** his executors, administrators and assigns and every of them do permit and suffer the within named **S. P.** his heires, executors, administrators, farmers, tenants and assigns and every of them peaceably and quietly to have hold occupy and enjoy without let, disturbance, vexation or interruption of the said **S. W.** his &c. the Manor of **C.** now in the tenure & occupation of the said **S. P.** & which lately belonged to the Chantry, priory or Colledge of **C.** in the said counties which one **J. C.** gentleman lately recovered amongst other lands & tenements by a writ of Entry sur disseisin in p<sup>o</sup> post against **E. A.** Clarke late Prior of the said Chantry, Priory or Colledge of **C.** aforesaid according to the true meaning, effect & intent of a paire of Indentures of a ward indentured made between the right honorable **S. T. A.** knight & **S. C. P.** bearing date &c. (B) And also if the said **W.** do verely for ever acquite and discharge the said **S. P.** and his heires, of and from all such tenthes as shalbe payable and demanded on the behalfe of our said Soueraigne Lady and her successors, of, in, or for the said Manor, lands and tenements, That then &c.

Sec<sup>t</sup> 88. **JA** Condition for the discharge of Dower.

(A) **T**he Condition of this Obligation is such, that where the within bounden **W.** hath bargained and sold to the within named **J. T.** all those his messuages, lands,

lands, tenements and hereditaments, both freehold and copyhold in H. L. C. and B. in the Countie of D. which W. D. deceased father to the said W. or any other to his use were leased as by an Indenture made thereof, bearing date &c. more plainly it both and may appeare, If the within bounden D. his heires, executors or assignes shall from henceforth, from time to time acquite, discharge or save harmelesse aswell the sayd lands, tenements and hereditaments, and every parcell thereof both freehold and copyhold as also the said J. W. his heires and assignes against J. the late wife of the said W. D. deceased and against all other persons, of and for the dower, title, estate and interest of dower which the said J. the late wife of the sayd W. D. deceased hath or is intitled or ought to have of, in and to the sayd lands and tenements and all other the premises or any parcell thereof, What then &c.

Sec<sup>t</sup> 89. *¶* A Condition that lands shalbe discharged from incumbrances &c.

(A) **T**he Condition of this Obligation is such, that whereas the within bounden W. D. by his dede indented, bearing date &c. hath made and executed an estate and conveyance unto the within named L. W. of and in sover tenements with their edificings and appurtenances lying together in D. in the Parish of Saint Peter of D. under a certaine condition in the sayd dede expressed, as by the same dede at large both and may apperaine, Therefore the said sover tenements with all their appurtenances at the time of the said estate and conveyment making, were cleere discharged of all former bargains, sales, titles, dowers, jointures, statutes inchoate and of the staple, annuities, leases, and of all other troubles, charges and incumbrances whatsoever they be, the said condition, and the rentes and services to be due, and going out of the premises to the chiefe Lord of the fee of the same only except. (B) And also, if the said W. D. and C. now his wife, upon the default of payment of any summe

or summes of money in the said deede of leasement content-  
ned, shall make or cause to be made to the vse of the said L.  
W. his heires and assignes, such further, good and suffici-  
ent assurance, of, and in the premises, and every part and  
parcell thereof, as shalbe from time to time further deu-  
sed or required by the said L. W. his heires or assignes, or  
by his or their learned counsell, at the costes and charges  
in the lawe of the said L. W. or his heires or assignes,  
What then &c.

Sec<sup>t</sup> 90. ¶ A Condition to defend the title of lands  
lately recovered, and to pay costs ex-  
pended about the  
same.

(A) **T**he condition of this obligation is such, that where  
the within bounden S. W. W. and C. D. lately  
recovered the manor of C. and diuers other lands and te-  
nements in C. aforesaid by a common writ of Entree in  
the post against the above named C. T. and G. T. which  
recouery was had to the vse of the sayd C. T. for terme of  
his life without impeachment of wast and after his decease  
to the vse of y<sup>e</sup> above named C. T. for terme of his life if the  
said S. W. W. and C. D. their executors, administrators  
and assignes, and every of them do hereafter at their costes  
and charges in the law lawfully defend the said C. T. and  
G. T. against all such persons as hereafter shall make any  
vnlawfull entry in or to the said manors, lands and tene-  
ments, or that shall commence any action bill or plaint a-  
gainst the said C. T. and G. their tenants, farmers or ser-  
vants concerning the occupation, title or interest of the said  
C. and also if the said S. W. W. and C. D. their executors  
and assignes do hereafter truly content and pay to the said  
C. G. their executors and assignes, all such lawfull costes  
and charges as they hereafter shall happen to bestow and  
spend in and about the defence of their interest and title  
which they haue in and to the said manors, lands and tene-  
ments, What then &c.

Sect 91. ¶ A Condition to performe couenants.

(A) **T**he Condition ec. that if the within bound **E. J.** ec. well and truly hold, performe, obserue, fulfill and keepe all and singuler couenants, graunts, articles, payments, promises and agréments which on the part and behalfe of the sayd **E. J.** his heires, executors ec. or any of them, are to be holden, performed, obserued, fulfilled and kept, contained, witten, declared and specified in one paire of Indentures bearing ec. made betwene the sayd **E. J.** of the one partie and the within named **M. W.** of the other part according to the tenour, purport, true intent and meaning of the said Indentures, That then ec.

Sect 92. ¶ To performe an awarde.

(A) **T**he Condition of this obligation is such, that if the aboue bounden **C. L.** his executors and administrators and euery of them, for his and their part and behalfe, in all things do well and truly stand to, obey, performe, fulfill and keepe the award, arbitrement, order, rule, doings and iudgement of **A. C.** citizen and Salter of London, **A. B.** citizen and Goldsmith of London, **H. D.** citizen and Leather seller of London, and **K. S.** citizen and Sparchant-tailor of London, arbitrators indifferently chosen aswel on the part of the said **C. L.** on the one part, as on the part of the aboue named **J. J.** on the other partie, to arbitrate, award, order and iudge, of and vpon all and all maner of actions, suits, debts, accompts, trespasses, controuersies and demaunds whatsoever, had, moued or depending or which might haue bene had or moued betwene the same parties, at any time befoze the date aboue witten, so alwaies as the same arbitrators do make their award and iudgements of and concerning the premisses, by witting indented vnder all their hands and seales on this side the xx. day of June next comming, and one part of the said witting indented vnder all their hands and seales deliuer or cause to be deliuered to the said **C. L.** or his assignes requiring the same, vpon the same xx. day of June next comming at the notws dwelling



dwelling house of the said A. P. let and being in Eastcheap in London, betwene the howers of two and five of the clocke in the afternone of the same day. (B) And also if the said C. L. do not discharge the said Arbitrators nor any of them in the meane time, That then &c.

Sec. 93. ¶ A Condition to performe an award of lands and to shew evidences.

(A) **T**he Condition of this obligation is such, that if the within bounden H. J. and J. M. do stand to, obey, performe, keepe and fulfill the award, arbitrement, ordinance, rule and iudgement of B. W. gentleman &c. and D. M. Sericant at the law, arbiters indifferently named, elected and chosen as well on the part of the within named K. as on the part of the said H. J. to arbitrate, ordeine and deme aswel of and upon the right, title, interest, vse, & possession of a gardeine lying &c. as of and upon al actions, trespasses, quarrels, suits, debates, debts, demandes and all other griefes and inconueniences, had, moued, stirred or depending betwene the said parties, concerning the same gardeine. (B) And also the said H. J. before the feast of Easter next comming &c. shew unto the sayd arbiters all such writings as they haue in their possession concerning their right, title, vse, interest or possession of the foresayd gardein in such wise, that the said arbiters be not delayed to make an arbitrement of and in the premisses for want of the sight of the sayd writings & evidences of their parties, So alwaies that &c. That then &c.

Sec. 94. ¶ A Condition that a Prentice shall not waite his masters goods.

(A) **T**he Condition of this obligation is such, that where one J. S. the sonne of the within bounden A. S. by his writing indented, bearing date the day of the date of this present obligation, hath put himselfe apprentice to the within named K. C. to the craft of a Cutler, from the feast of Saint Michael the archangel last past, untill the end of the terme of seven yeres from thence next following, as by

by the same Indenture more plainly appeareth, If the said J. S. shall at any time during the said terme, willingly or negligently cast away, consume or waste any of the goods or chatels of the said R. C. then if the said J. S. his executors or administrators, upon a lawfull proofe made of the said casting away, consuming or wasting of the said goods or chatels, shall content and paie, or cause to be contented and payed to the said R. C. his executors or administrators, the value of all such goods and chatels as shall so fortune to be cast away, wasted or consumed from time to time upon the sayde lawfull proofe made of the same during the sayd terme. (B) Provided allway, that the said J. his executors or administrators shall not be chargeable or compellable by this obligation to pay, satisfie or recompence unto the said R. C. his executors or administrators above the summe of fourtie Markes, What then &c.

Sect 95. A Condition for a servant or apprentice.

(A) The Condition of this obligation &c. That where the within named J. T. before the sealing and delivery of this Obligation hath hired and retained the within bounden W. D. to serve the said J. from the day of the date hereof, for, and during the terme of thre whole yerres, if therefore the said W. D. from the day of the date hereof, shall dwell, tarry, serve and abide to and with the said J. his executors and assignes unto the full end & terme of thre whole yerres now next insuing and fully to be ended. And also shall during the said terme well, faithfully and obediently serve the sayd J. his executors and assignes in all such workes, businesse and affaires as the said W. D. shall be put unto according to the power, wit, and abilitie of the said W. D. without absenting himselfe either by day or by night without the licence of the said J. his executors or assignes during the said terme. (B) And also if the sayd W. D. shall not during the sayd terme either wast

or consume the goods and chattels of the same J. his executors or assigns, but that behave himselfe honestly and obediently towards the said J. his executors or assigns as a iust, faithfull and honest servant ought to do during the said terme to all intents, respectes and purposes, That then &c.

Sec 96. ¶ A Condition not to disanul a letter of attorney to receiue debts.

(A) The Condition &c. that where the within bounden K. B. hath made a letter of attorney vnto the within named K. F. to receiue of K. C. of &c. and K. D. of &c. all and singuler such summes of money as are due and owing vnto the sayd K. B. by and from the said K. C. and K. D. by their thre severall writings obligatoz bearing date &c. wherein the said K. and K. stand iointly and severally bound vnto the said K. B. and euery of them in the summe of &c. indorsed with condition in euery of them, for the payment of &c. as by the same letter of attorney and writings obligatorie aforesaid, it doth appeare, if the said K. B. do not at any time hereafter renoue or disanul the said letter of attorney, nor make any letter of attorney concerning any of the said writings obligatorie to any person or persons other then to the said K. F. his executors or administrators. (B) And also if there be such persons dwelling in the said towne of H. as be called and named by the names and additions of K. C. and K. D. And also if the said thre severall writings obligatorie, and euery of them be the good, lawfull, sure and sufficient deedes in the law of the said K. C. and K. D. and euery of them. (C) And also if the said K. C. and K. D. their executors and administrators, and euery of them, now be, and shall continue and be sufficient in habilitie and substance to answer and satisfie the said debtes and euery of them ouer and besides all other debtes, which they or any of them now or hereafter do or shall owe, or be charged with to any person or persons. And shall have alwaies assets in their owne hands, occupation & possession, during

during and untill such time as the said debtes and every of them, or all such summes of money as are specified or conteyned in the Indorcements of euery of the said writings obligatorie, shalbe fully answered, satisfied or paid, unto the said A. his executors or assignes. (D) And also if the said A. B. his executors and administrators, shall and wil at al times hereafter, at the costes and charges in the Law of the said A. J. his executors or administrators, answ, iustifie and prosecute with effect to small end, all and every such action and actions, suites and plaintes, iudgementes and executions, as the said A. his executors &c. shall cause to be attempted, commenced, affirmed, pursued, awarded or adiudged in the name of the said A. B. his executors or administrators against the said A. C. and A. D. and either of them, or the heires, executors or administrators of any of them, for the recoverie of any summe of money in the said writings obligatorie, or any of them, or in the indorcements of any of the contained, & shal not willingly be nonsuit nor suffer any nonsuit to be in the same actiō, actions, suits, plaintes, iudgements, or executions, nor any of them, nor hath not heretofore done, nor hereafter shall do, suffer, or make any act or actes, thing or thinges, release or acquittance, whereby the said writings obligatorie, or any of them, or any summe of money in them, or any of them, or in the indorcements of any of them contained, or any of the said action or actions, suites, plaintes, iudgements, executions, or any other benefit arising by reason of any the premises shall or may be in any wise released, acquitted, discharged, barred, defeated or anoyded, without the consent and agreement of the said A. J. his executors or administrators. (E) And also if the said A. hath not receyued any part of the summes of money in the said writings obligatorie, or any of them, or in the indorcements of any of them contained. And also if the said A. B. his executors or administrators shall and will permit & suffer the said A. J. his executors and administrators, to receiue and take the



whole advantage and benefit of the said willings obligato-  
rio & summes of money aforesaid; action, actions; suits;  
plaints, judgments & executions, and carry of them, to the  
only use of the said R. J. his executors and administrators.  
(G) And also if the said R. B. shall at the like costes of the  
said R. J. his executors and administrators, or at the re-  
quest of any of them, doe suffer all & every other & further  
act and actes, whereby the said R. J. his executors and ad-  
ministrators shall or may attaine unto the said benefit and  
advantage of the premises: (H) And also if the said R. B.  
his executors or administrators shall not at any time here-  
after deliver any account to be yelded to him or them by  
the said R. J. his executors or administrators, for or con-  
cerning the premises or any part thereof; What then &c.  
Sect. 97. ¶ A Condition not to disadnull a letter of  
Attorney for land.

(A) The condition &c. where the within bounden J. B.  
and E. B. have made a letter of Attorney unto the  
within named W. C. to recover all manner of lands & tene-  
ments whatsoever, which to the said J. B. and E. descended  
and came, or ought to have descended and come, as heires  
of J. B. their late father deceased, as by the same letter of  
Attorney &c. if the said J. B. and E. B. or any of them shall  
not at any time hereafter revoke or disadnull y<sup>e</sup> said letter of  
attorney: (B) And also if the said J. and E. or either of  
them shall and will at the costes and charges in the law of  
the said W. C. his executors or administrators, from time  
to time, and at all times hereafter, avow, justifie & prole-  
cute with effect to finall end, al & every such action & actions,  
suits and plaintes, as the said W. C. his executors or admi-  
nistrators shall bring, attempt, or commence in the names  
of the said J. C. & W. C. against any person or persons what-  
soever, for the recoverie of any such the lands or tenements  
as were the said J. B. (C) And shall not willingly be or  
suffer any woul. or discont. in y<sup>e</sup> same action, actions, suits or  
plaints or any of the m. And also if the said J. and E. or any  
of

of them shall not do or willingly suffer to be done any of or a tes, thing or things whatsoever, whereby the title, right or interest of the said J. and E. or either of them, of, in, or to the said lands and tenements aforesaid, or any of them, or any action, actions, suit or plaint, commenced or to be commenced or attempted by the said Will. against any person or persons, in the name of the said J. & E. shall or may be letted, hindered, discharged, annihilated, diminished, defeated or avoided, without the consent & agreement of the said Will. his executors or administrators. And also if the said J. and E. and every of them & their heires, shall & will after such recoverie so had, as is aforesaid, at the reasonable request of the said Will. or his heires, convey and surrender to thonly use of the said Will. his heires & assigns, all their part & portion of the lands & tenements so to be recovered, & all their right, title & interest which the said J. & E. or either of them, or any of their heires shall then have, or ought to have, of, and in the premises or any part or parcell thereof, That then &c.

Se&. 98. § A Condition to performe a Will.

(A) The condition is. That where the within bounden J. Will. shall (by the grace of God) marry & take to wife M. A. of Pilate the wife of E. M. deceased. And where also the said E. M. by his Testament & last will named & ordained the said M. A. sole executrix of the same his testamēt & last will, and by the same hath given and bequeathed to M. P. li. s. to be paid &c. to J. M. xij. li. to be paid &c. if y<sup>e</sup> said J. Will. his executors or administrators shal wel & truly pay to the said J. A. the summe of x. li. s. at the said day &c. & to the said J. M. xij. li. s. at the said day &c. And also if the said J. Will. his executors or administrators shal fulfill and truly accomplish and performe the said Testament and last will of the said E. M. and also truly satisfie, content & pay all legacies & bequeasts contained and specified in the same last will and Testament, according to the tenor, purport & true meaning of the said testament & last will. That then &c.

Sect. 99. ¶ A Condition to discharge his coexecutors of the will, and to fulfill the same.

(A) The condition ec. That where the within named *T. L.* upon diuerse good considerations him thereunto mouing, hath authortized the within bounden *D. J.* to fulfill the Testament and last will of one *C. L.* father to the said *T. L.* in stead of the same *T.* and hath released all his right of executorship vnto the said *D. J.* Now if the said *D. J.* do performe the said Testament and last will of the said *T. L.* deceased, and also do acquite, discharge and saue harmlesse the said *T. L.* at all times hereafter against all and euery person and persons whatsoever, of, for, and vpon all actions, suites, demandes, legacies, and all libels hereafter to be brought against the said *T. L.* by reason of the Testament and last will of the said *C. L.* deceased, That then ec.

Sect. 100. ¶ A Condition not to meddle with Executorshippe.

(A) The Condition of this obligation is such, that where the within bounden *T. L.* upon diuers good considerations hath released and committed all his right of executorship of the testament and last will of *S. J.* late deceased, vnto the within named *K. K.* & hath fully for his part authortized, licenced, and assigned the said *K. K.* only to do all and euery thing and thinges by himselfe and his assignes concerning the execution of the said last will and testament. Therefore if the said *T. L.* shall not intermeddle with the administration of the goodes & chattels, money, debtes, or plate of the said Testator, without the consent of the sayd *K. K.* his heires or executors, but shall at all times hereafter, & from time to time permit and suffer the said *K. K.* his executors and assignes, to administer all such goodes, chattels, money, debts and plate, as at the day of the making hereof bin in the custodie of the said *K. K.* to be administered, or in the handes or possession of any other person or persons, except such goodes, chatells, money and plate, as bin in the possession

possession and custodie of the said *A. T.* of the said Testator, which is or are to be administered, as shalbe thought good by the said *A. T.* (B) And further if the said *A. T.* his heires, executors, administrators &c. do not discharge any debt of the said Testator, without the consent of the said *A. T.* his heires or executors, nor be not hurtfull in any action which the said *A. T.* or his executors, shall justly attempt & bring against any person or persons, to or for the recovery of the debtes, goods and cattels of the said testator, What then &c.

Sect. 101. ¶ A Condition not to do any act as executor without the consent of his coexecutor.

(A) The condition of this Obligation is such, that where one *C. B.* late of *B.* widdow deceased, by her testament and last will named, ordeined and constituted the within bounden *M. B.* and the within named *J. J.* to be executors of the same her testament and last will, as by the same last will and testament amongst other thinges appeareth, if the same *M. B.* shall not at any time hereafter make or cause to be made, any release, acquittance or other discharge to any person or persons, for or concerning any debtes, goods, or any of them which were the said *C. B.* the day of the decease of the same *C.* nor shall do, suffer, nor cause to be done or suffered any other act or actes, thing or thinges, in or about the execution of the testament and last will of the said *C.* without the assent, consent, and agreement of the said *J. J.* What then this &c.

Sect. 102. ¶ A Condition not to sell but to the obligee.

(A) The condition &c. That if the within bounden *J. L.* at any time hereafter be willing & minded to bargain, alien, sell, or put away his messuage with thappurtenances in *L.* called the *Bell* in *Pewgate* market, then if the said *J.* bargain and sell to the within named *M.* or his heires the said messuage with the appurtenances before any



other person or persons, he paying for the same as much as any other will do, without couin, fraude, or disceit, What then &c.

Sec. 103. ¶ A Condition not to sell landes but to the obligee for a summe certaine.

(A) The condition of this Obligation is such, that if the within bounden J. H. the day of the date of these presents be true and lawfull owner of a good, perfect, absolute, and indefeasible estate in fee simple, to his owne onlie use, of and in one house or tenement with thappertenances in A. in the Countie of C. wherein he now inhabiteth, and of the landes & tenements to the same belonging or reputed, taken or occupied as parcell thereof, or of any part thereof, now in the tenure or occupation of the said J. H. or of his assignes, holden of the within named C. S. as of his manor of S. aforesaid, within the said countie, and hath not at any time since the first day of October last past before the date hereof, bargained, aliened, sold, or put away, nor shall at any time hereafter alien, sell, or by any wayes or means put away the said tenements and premisses, or any part thereof to any person or persons, other then to the within named C. S. his heires and assignes: So that the said C. S. his heires or assignes will content, satisfie or pay, or cause to be contented, satisfied and paid unto the said J. H. the summe of xl. li. of &c. for such good, perfect, and sufficient assurance in the law of an estate in fee, of, and in the said tenements & premisses, and every part and parcell thereof, to be cometed from the said J. H. his heires and assignes to the said C. S. his heires & assignes for ever, discharged of all maner of titles, charges, and incumbrances whatsoever, as shalbe demised or advised by the said C. S. his heires or assignes, or by his or their learned counsell in law, What then &c.

Sec. 104. *¶* A Condition that a mans wife shall claime no dower, but release vpon request.

(A) **T**he condition &c. is such, that where the within bounden *W. A.* hath bargained & sold to the within named *T. P.* all those his lands & tenements as well free hold as copyhold, lying and being in the townes & fieldes of *S.* in the countie of *P.* if the said *T. P.* his heires and assignes shall or may at all times hereafter, haue, hold, occupie and inioy as much of the premisses as be freehold, without let or interruption of *P.* now wife of the said *W. A.* or her assignes, by reason of any interest or title of Dower, that she the said *P.* may fortune hereafter to claime, of, or in the same premisses being freehold, if she shall happen to suruiue the said *W. A.* her husband. (B) And further if the same *T. P.* shalbe minded at any time within the space of one yere next comming after *p* date hereof to haue the said *P.* to release all her right, title & interest, of & in as much of the premisses as be freehold, then if she the said *P.* vpon a reasonable request to her thereof made, shall lawfully release all her right and title, of and in the same premisses to the vse of the said *T. P.* his heires & assignes at the onlie costes and charges in the law of the said *T.* his heires & assignes: (C) And also if the said *P.* at the next Court or Courts which shalbe holden for *p* manor or manors wherof the copie hold premisses bine holden (hauing of the same Courtes so to be holden reasonable knowledge, notice, or warning to her given by the said *T. P.*) shall lawfully surrender and release all her right, title and interest, of and in the same copy hold premisses, to the vse of the said *T. P.* his heires & assignes, the same premisses then beyng clerely discharged, or otherwise from time to time sufficiently saued harmelesse, of, and from all former bargaines, sales, titles, fines, amerciaments, issues, forfeitures, and of all other charges and incumbrances whatsoeuer they bee had, made, done or charged by the said *W. A.* or by any

other person or persons by his assent or commandment, (the fine or fines for the taking of the premises being copy hold or customarie tenure by the said W. his heires or assigns, and the rentes and services from thenceforth to be due to the Lord or Lords of whom the same premises be holden onlie excepted. ) That then &c.

Sec. 105. ¶ A Condition that an estate is good, and that the wife shall claime no Dower.

(A) The condition of this obligation is such, that where the within bounden R. S. by his dede of feoffement, bearing date the day of the date of this present obligation, hath made and executed an estate in fee simple to the within named W. H. and his heires, of and in the tenement &c. sometime W. S. and before that C. T. and which did descend to the said R. S. as some and heire of L. C. his father deceased, as by the same dede of feoffement more plainly appeareth, if the said estate be good, lawfull, perfect and sure to the said W. H. and his heires, according to the tenor and effect of the said dede of feoffement. (B) And also, if the said tenement at this time be clerely discharged of all former bargaines, sales, titles, interestes, statutes, recognisances, rent charges, arrears of rentes, and all other troubles, charges, and incumbrances whatsoever they be, (except the rentes and services thereof to the Lordes of the fees of the same from henceforth to be due. ) (C) And if it shall fortune the sayd A. S. now wife of the same R. S. to corrupte the said R. then if neyther the same A. nor any other person or persons, for her nor in her name, shall trouble, vex, nor sue the said W. H. his heires, executors, nor assigns, nor the owners nor possessors of the said tenement &c. nor of any part thereof, for her power, of or in the same premises, nor for any other title or demand, in or to the same, nor any part thereof, That then this &c.

Sect' 106.    ¶ A Condition not to be suretie.

(A) **T**he Condition of this obligation is such, that where the within bounden C. D. hath heretofore many times entred into bandes and become surety for diuers persons for the payment of diuers summes of money, aswell by writing as without writing, so that thereby the said C. D. hath bene like to fall into decay and pouerty: for the auoyding whereof the sayd C. D. by thaduertisement of diuers of his friends, hath thought it good to bind himselfe in the pena'rie of C.li. to the within named W. L. to thinsent clerely to abstaine and refraine himselfe from the foresayd suertieship, If therefore the said C. D. shal not at any time or times hereafter giue his promise or become bound, or stand as suretie by any kind of meanes without the consent and agrement of the said W. L. for any person or persons whatsoener, for or aboue the summe of foztie shillings, at any one time, except it be for one R. D. of R. What then this present &c.

Sect' 107.    ¶ A Condition not to play at the dyce.

(A) **T**he Condition &c. that where the within bounden J. K. hath heretofore accustomed, frequented, and vsed to play at the dyce, cardes and tables, to his great hinderance and losse, so that by exercise, vse, and accustomed playing at those three vnlawfull games, the said J. K. hath bene like to fall and come into extream pouertie, & many other kind of daungers, For the auoyding of which sayd evils, the said J. K. through the aduertisement of his friends hath agreed to bee bound in the summe of forty pound within witten, to abstaine, and clerely to absent himselfe from the playes and games of them and euery of them, for and during the terme of seven yeres: if therefore the said J. K. shall not at any time or times hereafter, priuily nor openly during the space of seven yeres next insuing the date hereof, play at any of the sayd vnlawfull games of dyce, cardes, and tables nor any of them, with any manner of person or persons, for any summe or summes of money,



or any other goods or chatels (libertie for playing at cardes for the space of eight dayes pererly, next after the feast of the birth of our Lord God, commonly called Christmas, during the sayd seven yerres onely excepter.) That then this &c.

Sect' 108. ¶ A Condition to pay money, or saue harmeleffe of a Recognisance.

(A) The Condition &c. is such, that whereas the aboue named J. B. at the request & instant desire, and for the debt of the aboue bounden J. A. together with him, and one J. C. Haberdasher by one recognisance of the date aboue witten, knowledged in the M. Maiesties high Court of Chancery, standeth bound unto A. M. of London widow, in one hundred pounds, with a condition for the payment of lvi. li. of lawfull money of England, vpon the last day of June next insuing the date aboue witten, (if the sayd A. M. & A. her daughter, or either of them shalbe then lyving) at the now dwelling house of R. B. notary, at the Royall Exchange in London, as by the sayd Recognisance moze at large may appeare, if therfore the sayd J. A. his &c. do content &c. to the said A. or A. their executors or assignes, the sayd summe of lvi. li. of lawfull money of England vpon the sayd last day of June next insuing, at the place aforesayd (if the sayd A. or A. or eyther of them shalbe then living) in full discharge of the sayd recyted recognisance, That then this present Recognisance shall bee voyd, or else it shall stand and remaine in full strength and vertue.

Sect' 109. ¶ A Condition to saue harmeles of a bond.

(A) The condition of this obligation is such, that whereas the within named P. C. at the instance & speciall request of the within bounden W. C. together with the same W. C. for the debt of the same W. C. by a certayne witting obligatory, bearing date the xviij. day of July, in the xxxij. yere of the raigne of our soueraigne Lady Elizab. the Quene's maiestie that now is, is and standeth jointly and seuerally

seuerally bound unto one J. D. of C. in the county of Suff.  
gentleman in the summe of xxx.li. with condition thereup-  
on indoyced for the payment of xxy.li. of lawfull money of  
England, at the feast of S. J. thapostle, which shalbe in the  
pere of our Lord God 1592. as by the same wryting obli-  
gatoze and the indoycement thereof moze plainly appea-  
reth, if therfore the said W. C. his heires &c. shall at all  
times hereafter, and from time to time, clerely acquite, dis-  
charge or sufficiently saue harmelesse the said P. C. his  
heires, executors and administrators, and euery of them a-  
gainst the said J. D. his heires, executors, administrators &  
assignes, & euery of them, of, for, & concerning the said wry-  
ting obligatory, and the condition thereof, & also euery such  
summe & summes of mony as in the same wryting obliga-  
toze, & the indoycement thereof are contained. (B) And  
also if the said W. C. his heires, executors or assigns or one  
of them shal within x. daies next ensuing after the said feast  
of S. J. the Apostle, deliuer or cause to be deliuered unto the  
hands of the said C. his heires &c. the said wryting obligato-  
ry cancelled, or els some lawfull and sufficient acquittance or  
other discharge concerning the same, That then &c.

Sec<sup>t</sup> 110. ¶ A Condition to saue harmles of a bond  
for the peace.

(A) **T**he Condition &c. that whereas the within named  
W. B. at the instance, and speciall request of the  
within bounden G. D. together with the same G. D. and  
others standeth jointly and seuerally bound for the sayd G.  
D. to our said soueraigne Lady the Quēnes Maestie that  
now is, in the summe of xx.li. of lawfull money of Eng-  
land, with condition that if the said G. D. do obserue and  
keepe the peace of our said soueraigne Lady, against all her  
liege people, & especially against one C. C. until the feast of  
C. next comming after the date hereof, as by the same re-  
cognisance moze plainly appeareth, if therfore the said G.  
D. his executors & administrators or any of the, do at all &  
euery time & times hereafter, & from time to time clerely  
exone

exonerate, acquite, discharge or other wise sufficiently save and keepe harmles by all wayes & meanes whatsoeuer, as wel the said W. B. his executors and administrators & euery of them, as al & singuler the lands, tenements, goods and chatels of the said W. B. his executors and administrators and euery of them against our said soueraigne Lady the Q. her heires & successors by reason of the said recognisance, & that without any veration, trouble or molestation of the said W. B. his executors or administrators or any of them, That then &c.

Sec<sup>t</sup> III. ¶ A Condition to saue harmelesse a surety in the Guildhall.

(A) The Condition of this obligation is such, that where one W. B. &c. hath brought & commenced an action of debt of xxiij. li. against the within bounden J. W. in the M. Maiesties court of the Guildhal of the cite of P. before W. R. and R. B. Shirifes of the same Citie, in and to which plaint the within named J. C. and R. B. at the request of the said J. W. are become pledges and suerties for the said J. W. to answere vnto the said W. B. in the same playnt, If therfore the said J. W. his heires, executors or assigns, do at all times hereafter, and from time to time, clerely exonerate, acquite, discharge or saue harmelesse the said J. C. and R. B. their heires, executors and administrators, and euery of them against the said W. B. his heires, executors and administrators, and all and euery other person & persons whatsoeuer, of and for the said action and al things concerning the same, That then &c.

Sec<sup>t</sup> 112. ¶ A condition to discharge his Bailes in the Kings Bench.

(A) The Condition &c. that where the aboue named W. C. and one R. B. in their proper persons have undertaken for the aboue bounden C. J. by a recognisance or mainprise taken & knowledged before the Justices of the B. bench at W. that if it happen the said C. J. to be condemned in any action at p<sup>r</sup> suit of W. B. esquire, that the the said R. B. and

which should be adjudged to the said E. B. in that behalfe should be lanted to the vse of the said E. B. of the lands and chatels of the said R. B. and H. C. if so be it that the said C. F. do not pay the same damages himselfe to the said E. B. & do not restore and yeld himselfe againe by means thereof to the prison of y<sup>e</sup> Marshal of y<sup>e</sup> Marshalsey, if the said C. F. his heires, executors &c. & euery of them at all times hereafter from time to time, do well and truly acquite, discharge or saue harmlesse the said H. C. and R. B. their heires &c. and euery of them against the said E. B. his &c. of, and for the breach & forfeiture of the said recognisance & mainprise, and of, and for theremention of the said action, whereupon the same Recognisance and Mainprise was so taken & knowledged, and also of, for, and vpon all other bonds, obligations & recognisances wherein the sayd H. C. standeth bound to any other person or persons for, and in the behalfe of the said C. F. That then &c.

Sec<sup>t</sup> 113. ¶ A Condition to saue his baile harmelesse, and render himselfe prisoner if &c.

(A) The Condition of this obligation &c. That whereas the within named C. F. this present terme of S. Michael became bounden surety, mainpernor, baile or pledge for the within bounden E. F. against H. S. of &c. in the Court for pleas before the Quenes Maiestie to be holden as by the Records thereof appeareth, that now if the sayd E. F. his executors or administrators shall pay or cause to be payd unto y<sup>e</sup> said H. S. his executors &c. all & euery such debt, damages, summe and summes of money as shalbe recovered by the said H. S. against the said E. F. in the sayd Court or yeld his body into the prison or keeping of the Marshal of the Marshalsey for the same according to the intent and meaning of the same baile and indgement thereupon to be giuen in the same Court; And thereof for euer saue and keepe harmeles the said C. F. his heires, executors and administrators against the said H. S. his executors and administrators, That then &c.



Sec<sup>t</sup> 114. ¶ A Condition to save a man harmlesse of couchants for the sale of woods.

(A) **T**he Condition of this obligation is such, that where **K. C.** esquire by his dede indented bearing date **ec.** hath bargained and sold to **M. H.** gentleman and to his assigns all that his wood and underwood called and known by the name of **ec.** containing **ec.** set, standing, growing & being within the parish and woods of **ec.** as by the said Indentures more plainly **ec.** which woods the said **M. H.** hath bargained and sold to the within bounden **J. H.** if the sayd **J. H.** **ec.** and every of them do well and truly content & pay to the said **K. C.** or his executors or assigns the summe of **ec.** at the day and time contained in the said Indentures in the name and behalfe of the said **M. H.** & also do discharge & save harmlesse the said **M. H.** & his executors & adm. of, to & for all covenants, grants & agreements contained & specified in the said Indentures which on the part of the said **M. H.** his executors, administrators and assigns, and every or any of them are to be observed **ec.** That then **ec.**

Sec<sup>t</sup> 115. A condition to save harmles of a recognisance.

(A) **T**he Condition **ec.** that where the within named **A. B.** at the special instance, petition and request of the within bounden **C. F.** & for his debt by a certain obligation or recognisance made before **W. H.** Recorder of the citie of **L.** & **J. H.** knight, Alderman of London in the summe of **xx. li.** sterling as in the said obligation plainly appereth, if **he** said **C. F.** his heires **ec.** pay unto the said Chamber, at the foresaid summe of **xx. li.** and also save and keepe harmles the above named **A. B.** from all manner of inconveniences, costs & charges of, for, & concerning the said obligation of recognisance, & at other things concerning **plaine**, That then **ec.**

Sec<sup>t</sup> 116. ¶ A Condition to save harmles of legacies; & to pay the same to the legataries.

(A) **T**he Condition **ec.** that where the within bounden **K. H.** and **J.** his wife hath received and had at thine sealing and delivery of these presents of the within named **J. H.**

J. B. & J. B. administrators of the goods & chatels of one J. B. late of London deceased the summe of xliij. li. of good & lawful English money, (viz.) x. li. thone halfe or moitie of a legacy given to the said J. B. by the last will and testament of the said J. B. her late father; and viij. li. to be payd to one A. A. daughter of the said J. B. by vertue of h<sup>e</sup> last will & testament of thabone named J. B. as hereafter shalbe declared. (B)

Now therefore if the said A. A. his heires &c. do discharge, acquite, saue and keepe harmles the said J. B. & J. B. their heires &c. against all manner of persons for the payment of the said xliij. li. of lawful English money. And also pay the same x. li. vnto her the said J. A. when she shal accomplish h<sup>e</sup> full age of xxi. yeres, if she so long liue & if she fortune to dye before the said age, thē to him, her or them that can or may lawfully demand or claime to haue the said x. li. before remembered, & aswel to saue & keepe harmles thabour named J. & J. & their administrators for the payment of the same summe, as also to bere & sustein thalke charges of the education & bringing vp of the said A. vntil she shall attaine & accomplish the said age of xxi. yeres, What then &c.

Sec 117. ¶ A Condition to saue harmles of debts and legacies.

(A) The Condition &c. that if the within boilden J. A. his executors &c. and euery of them shal & wil vpon reasonable request & notice well and sufficiently saue and keepe harmles & indemnified the said C. against all & euery person & persons of, for & concerning all and euery debt or debts which J. A. deceased late Father of the said J. & C. did at the time of his death ow vnto any person or persons whatsoeuer, & of, from and concerning al and euery such legacies as are pretended to be giuen or were giuen or bequeathed in and by a supposed will & testament of the said J. A. deceased and of, for, and concerning the said last will or else if any person or persons shal at any time hereafter comence or sue or cause to be comenced or sued any plaint, suit or action against the said C. A. her executors or administrators, for or by reason of any debt legacie or other thing due, payable or be

bequeathed or supposed to be due, payable or bequeathed by the said J. K. the father to any person or persons and the said C. K. and her executors shall and will from time to time in convenient time give notice thereof to the said J. K. the sonne his executors and administrators, and permit and suffer such answer and plea to be pleaded and made thereunto as shalbe devised, advised or made by any Counsellor, Attorney or Procurator that shall for that purpose be retained by the said J. K. the sonne his executors or administrators: if then the said J. K. the sonne his heirs, executors &c. from time to time shall and will well and sufficiently recompence and allow unto the said C. her executors or administrators al and every such summe & summes of money as by order of law without collusion shalbe recovered against her or them, or any of them, for, or by reason of every such plaint, suit, action or actions together with all such costes, charges and expences as they or any of them shall necessarily expend, disburse or lay out about the defending of any such plaints, actions, sute or sutes, or in trauail about the same within six moneths next after request and notice therof to him the said J. K. the sonne his heirs, executors or administrators to be given or made by the said C. her heirs, executors or administrators, That then &c.

Sec<sup>ti</sup> 118. ¶ A Condition to saue a man harmlesse from sutes in the law &c.

(A) **T**he Condition of this obligation is such, that if the aboue bounden W. T. his executors and administrators, and every of them at all times hereafter upon sufficient warning and request do by reasonable recompence saue and keepe harmlesse and indemnified W. B. K. S. and C. T. and every of them against G. B. and every other person & persons claiming by, from, or vnder his right or title, of & from all manner of sutes, damages, costes and charges in the law arysing or growng, and which hereafter shall arise and growe by meanes of any suite now being or depending betwene the said W. T. and C. B. or which

Which hereafter shall arise or grow betwene them, of, for,  
or concerning the estate, right, title, interest or possession,  
of or in one messuage with thappurtenances in D. in &c.  
That then &c.

Sect. 119. ¶ A Condition to keepe the peace, and  
appeare before the Queenes  
Counsell.

(A) **T**he condition &c. that if the within bounden J. L.  
observe and keepe the peace against the Quene our  
Soveraigne Lady, and all her lyge people, betwene this  
and the xv. of Easter next comming, and then do personally  
appeare before the Quene and her most honorable Council  
in the Starre chamber at Westminster, and so from day  
to day, and not to depart without licence, That then &c.

Sect. 120. ¶ A Condition to keepe the Peace.

(A) **C**onditio istius obligationis talis est, quod si in-  
terius obligat R. de cetero bené & honesté se  
habeat, & pacem domini Regis gerat erga infranomi-  
natum I. S. & W. R. & eorum vtrumq;, & omnes familia-  
res et seruientes suos, prout ordo charitat' et honestatis  
idé requiret, ac ipse ipsos I. et W. seu eorū alterum non  
transgressus fuerit verbo nec opere, quod in ipso I. &  
W. dampnū, seu lesionē nominis sui, siue bonę famę ali-  
qualiter conuert' poterit, ac etiam si dicti I. & W. siue eo-  
rum alter per præd' R. aut per aliquē alium seu aliquos  
alios eius causa, querela, fauore, amore, odio, instigati-  
one, seu pcuratione de cetero non prosequant' nec im-  
placitent' pro aliqua causa, quærela seu materia quacūq;  
inter dictos I. et W. et præd' R. ante datū infrascriptū, ha-  
bit', mort', seu exort', quod tunc præsens obligatio vacua  
& pro nulla habeat', & si præd' R. contr' præmissa seu eorū  
aliquod in futurū fecerit, seu fieri procurauerit, qd' tunc  
præses obligatio in omni suo robore stet & effectu &c.

Sect. 121. ¶ A Condition to keepe the peace, and to  
be of good abearing.

(A) **T**he condition of this Obligation is such, that if the  
B j within



within bounden S. and Elizabeth his wife, do keepe the peace against all the kinges lyege people, and specially against A. B. C. D. &c. and beare him selfe honestly & duely both in his wordes and deedes against the said A. B. &c. nor flaunder them, nor any of them, of or vpon any such matter touching the death of J. M. or the suit about the triall of the same, wherein the said A. C. &c. by the Quenes lawes ecclesiastical and temporall is clerely declared innocent &c.

Sect. 122. ¶ A Condition for appearance in the kinges Bench and good abearing.

(A) **C**onditio istius obligationis talis est, quod si interius obligatus I. L. compareat personaliter sub custodia infranominati vicecom̃ vel eius deputat, coram domini Rege in octabis S. Hill' proximò futur' ubicunq; tunc fuerit in Anglia, ad inueniendum tunc coram ipso domino Rege sufficientem securitatem de se benè gerendo erga ipsum dominum Regem & cunctum populum suum, iuxta tenorẽ brevis dicti dñi Regis pref. vicecom̃ inde directi, & se bene medio tempore gerat, & dict' vicecom̃, hered' & executor suos erga dominum Regem & cunctum populum suum, de, & in omnibus concernẽ pramissa indempnem conseruet, quod tunc presens obligatio pro nullo habeatur, alioquin in suo robore permaneat & virtute.

Sect. 123. ¶ A Condition of the peace, or the good abearing.

(A) **T**he condition &c. if the within bounden S. L. personally appeare in the custodie of the Ballie within written, or of his Deputy, before the Justices of our Soueraigne Lord the king &c. the Monday next after the Nativitie of S. John the Baptist &c. at the towne &c. to finde there before the said Justices, good and sufficient sureties of the peace, and do behaue and beare himselfe wel and peaceable against our said soueraigne Lord and all his lyege people, and specially against A. B. and in the meane tyme keepe the peace of our said soueraigne Lord. And so from hence.

henceforth saue and keepe harmelesse the wythin named Bailie &c. for and concerning the premises or any part of them, That then &c.

Sect. 124. ¶ A Condition for the good abearing.

(A) C Onditio recognitionis prædictæ talis est, quod si prædictus R. G. impofterum se bené geret, & pacem dominæ Reginæ conseruabit erga dictam dominam Reginam & cunctum populum suum, & nullum damnum corporale &c. Extunc recognitio prædicta pro nullo teneatur, alioquin in suo robore permaneat.

Sect. 125. ¶ A Condition to giue euidence against a Felon.

(A) T He condition of this Recognisance is such, that if the aboue bounden E. W. and R. C. do pursue and giue such euidence as they know, at the next generall Sessions for the countie of B. to be holden against D. M. and R. B. now prisoners in the white L. concerning certaine felonious ades by them perpetrated or committed, Then this Recognisance to be void, or els to stand in his full strength and virtue.

Sect. 126. ¶ A Condition to appeare at the next Sessions, to giue euidences against felons.

(A) T He condition of this obligation is such, that where the within named R. P. and J. B. by virtue of their office by instructions giuen and declared vnto them by me J. L. of P. haue attached and taken as a Felon one G. G. of P. for and concerning the imbecement and taking away of ij. peeces of Woostrede, of the goodes and chatels of one R. W. of P. D. being in the safe custodie and keeping of the said J. L. if the same J. at the Sessions of the peace of our Soueraigne Ladie Quene Elizabeth, next to be holden at P. within the countie of &c. in the sayd Citie of P. in hys owne proper person do appeare befoze the Iustices of peace of our Soueraigne Ladie the

Quenes shalste before them, then and there to declare to the said Justices such preignant evidences against the said G. S. of, for, & concerning the premisses, as he the said P. hath perfect knowledge of, or can declare the same of a verie trueth in the discharge and acquitting of the said Shy- rifes, aswell against our soueraigne Lady the Queene, as against all other person and persons, That then &c.

Sect. 127. *¶ Condicio quod compareat coram Iustic' pacis ad proximam Sessionem.*

(A) **C**onditio istius obligationis talis est, qd' si quedā Agnes W. Spinster, in propria persona sua compareat coram Iustic' domine Regine de pace in comitatu N. conseruand' assignat' ad proximā Sessionem pacis dicte domine Regine apud M. in le Sherehouse ibidem proximū tenend', ad respondend' tam dicte domine Regine quā G. S. de placito transgressi, & contempt' contra formam statuti seruient', & vltcrius indempnes conseruari infranominat' Vic' & eorū vtrumq; heredes et execut' suos versus dictā dominā Reginā & omnes alios quoscunq; de & super præmissis, extunc præsens obligatio pro nullo habeatur, alioquin in omni suo robore & effect' permaneat.

Sect. 128. *¶ A Condition for apperance in the kinges bench for the peace.*

(A) **C**onditio &c. quod si infraobligatus I. L. compareat personaliter in custod' infranominati vicecom' &c. coram domini Rege in octabis sancti Michaelis proximō futur' vbicunq; tunc fuerit in Anglia, ad inueniendum tunc coram ipso domino Rege sufficientem securitatem pacis domini Regis, & de se benè gerendo erga ipsum dñm Regem & cunctum populum suum, & precipuè erga H. C. iuxta tenorē brevis ipsius domini Regis prælat' Vicecom' inde direct', & medio tempore pacem gerat, & dict' vicecom', hered' & executor' suos erga dominam Reginam & cunctum populum suum, & precipuè erga præd' H. de, & in omnibus concernē præmissa

promissa indempne conseruet, quod presens obligatio &c.

Sec<sup>t</sup>. 129. ¶ A Condition for behavior, and not to resort to the obligees house.

(A) **T**he Condition ec. that if the within bounden J. L. from henceforth well and honestly aswell in words as in deedes, behaue and demeano himself against the with in named W. D. and from this time forwarde, nether to rebuke, mislay, threate, manace, ne brace the same W. nor to him any bodelic hurt or harme do, or procure to be done, nor any assault or affray vpon hym make, or cause to be made. And also do not from henceforth, come, resort, or draw into the house of the said W. he being absent or present, nor with him ne any of his be accompanied, eating, drynking, familiar, or conuersant within the said house: That then this present obligation shalbe utterly void and of none effect. And if the said J. do contrarie to the premises, or any point of them, That then ec.

Sec<sup>t</sup>. 130. ¶ A Condition for apparance vpon a Latitat.

(A) **T**he condition of this Obligation is such, that if the aboue bounden G. H. do personally appeare before our soueraigne Ladie the Quenes Maiestie at Westminster, the thursday next after quindena Pasch. to aunswere vnto R. C. in a plee of trespass, That then ec.

Sec<sup>t</sup>. 131. ¶ A Condition to be true Prisoner.

(A) **T**he condition ec. that if J. H. marchant of S. Lucas, which now is in the kinges prison, vnder keeping of the Shirife within witten, aswell by reason of a writ of our soueraigne Lord the king of the statute of the Staple, containing the summe of one hundred pound sterling, as also for certaine other actions, causes and suites, on the behalf of R. S. ec. moued & commenced, be from henceforth a true and faythfull prisoner, tarrying and remaining with the said Shirife and his deputie, till the same R. S. be fully at an end discharged and acquitted of the actions, & then



content and pay to the said Shirefe &c. all & singular costes, charges, fees, and other duties, in such cases heretofore accustomed to be paid, That then &c.

Se<sup>t</sup>. 132. ¶ A Condition to returne cattel repleued.

(A) The condition of this Obligation is such, that where the within named Shirefe by virtue of his office, & upon the complaint of the within bounden J. L. had depyuered and repleued to the same J. two hoxles and iij. kyne, which one W. D. late took and wrongfully withholdeth as the said J. S. saith, if the same J. do pursue hys action with effect against the said W. for the taking and withholding of the said hoxles and kyne, and make returne of the same, if the returne thereof be so adiudged, and the said Shiref, his heires and executors, acquite, discharge, and saue harmelesse against our soueraigne Ladie the Quene, and the said W. of and for all and euerie thing concerning the premisses, That then this obligation shalbe void and of none effect, or els it shall stand in hys full strength and virtue.

Se<sup>t</sup>. 133. ¶ A Condition that Pyrates shall appeare at the next gaole deliuerie.

(A) The condition of this Recognisance is such, that if the aboue bounden W. W. now prisoner with the seriant of the Admiraltie, be forthcomming and make hys personall appearance before the sayd Master Doctor A. Judge of her Maesties Court of Admiraltie, and other her highnes Commissioners for pyracies, at the next Sessions of gaole deliuerie to be holden in the citie of London, or the Borough of Southwark, for Marine causes, and do not from thence depart without speciall licence first had & obteyned of the said Commissioners, That then this Recognisance to be void, or els the same to remaine and stand in his full power, strength and virtue.

Se<sup>t</sup>. 134. ¶ A Condition of a Recognisance of an Alehouse keeper and Typler.

(A) The Condition of this Recognisance is such, that where

where the wythin bounden J. S. is appointed to keepe a comunon Alehouse at D. if the said J. S. do obseue keepe and vse, or cause to be kept and vled good and honest rule and conuersation in the same Alehouse, and do not in the same support and maintaine, or suffer to be kept, exercised or vled any vnlawfull games and plaies, as at Dyce, Cardes, Tables, or any other vnlawfull games prohibited by the lawes and estatutes of this Realine, and especially by mens seruants, apprentices, common laborers, or ydle persons, and also do not keepe typling or resort of any persons in the same Alehouse in the howers of diuine service of the Sabaoth day, or other festiuall daies, and do not wittingly lodge, support, nor maintaine in the same Alehouse men or women of euill name, fame or condition, haunters or any other misruled persons knowing them to be of such sort and condition: And also to prepare two honest beddes to lodge in such traauelling persons, as from time to time shall happen to haue neede of lodging during the terme that he shall keepe the same Alehouse, That then this &c.

Sect. 135. ¶ Condition to knowledge satisfaction.

(A) The condition &c. That if the wythin bounden T. H. his executors or administrators, before the end of the next Easter Terme, by him or themselves, or by his or their lawfull Atturney, shall in the Quenes Maiesties Court of her common ples, confesse or acknowledge satisfaction of all such Judgements and executions, as the said T. H. hath recovered in the said Court against one W. S. late of B. in the Countie of P. Gentleman, That then &c.

Sect. 136. ¶ A Condition to make goodes sold  
worth xx. pound.

(A) The condition of this obligation is such, that where the wythin bounden J. S. the day of the date within witten, for the summe of xx. li. sterling, bargained, sold, and

Delivered to the within named T. P. divers goodes, plate, and iewels in a certaine Indenture comprehended, bearing date &c. vnder a condition in the same Indenture specified. If the said J. S. make default of payment in the said Indenture mentioned and comprised. And then if all the foresaid goodes, plate, and iewels, indifferently prised, be found of lesse value then xx. pound sterling of readie money, so that the said J. S. immediately pay or cause to be paid to the aboue named T. his heires or assignes &c. as much good and lawfull money or other ware, as shal amount to the summe of all that shalbe lacking of the said xx. li. in the goods, plate, and iewels afoze rehearsed, That then this obligation to be of no value &c.

Sec. 137. ¶ A Condition to finde a Minister &c.

(A) The condition &c. is such, that if the within bounden A. P. do well and sufficiently cause the Cure of the Parish church of P. win the Citie of S. to be serued with an able and sufficient Curat or Minister, to sing and say all diuine service to the Parishioners of the same, according to the Ecclesiastical lawes of this Realme, from the day of the date hereof, vntill the feast of &c. next to come after the date within witten, That then &c.

Sec. 138. ¶ A Condition to finde one all thinges during lyfe.

(A) The condition &c. That if the within bounden C. J. his &c. at the onlie costes and charges of the said C. J. his executors &c. shall and with sufficiently and competently finde, provide and geue, or cause &c. unto M. now wife of the within named T. J. during the naturall lyfe of the said M. good, sufficient, and competent house tome for her dwelling and abyding, and also sufficient and competent lodging, bedding, and hole some sustenance, meate, drinke, apparell, and all other things meete and requisite, to and for the sustentation, keeping and luyding of the said M. during the natural life of the said M. That then &c.

Sec.

Sec<sup>t</sup> 139. *A* Condition to find meate, drinke &c.

(A) *T*he Condition of this obligation is such, that where a marriage is to be had and celebrated between the within named *H. C.* of the one partie and one *M. S.* one of the daughters of the within bounden *C. S.* of the other party, if the said *C.* his heires, executors & assignes shal after the day of the marriage aforesaid, for, & during the terme of 3. yeres thence next and immediatly following fully to be complet & ended, send unto the said *H.* & *M.* & unto one servant of the said *H.* sufficient meat & drinke with convenient bedding & other necessities to the same belonging & appertaining, when and as often as they or any of them shall require, resort, abide or remaine in, or at the mansion house of the said *C.* commonly called and known by the name of *S.* or elsewhere during the terme aforesaid, That then &c.

Sec<sup>t</sup> 140. *A* Condition that the husband shall leaue his wife worth an hundred pounds after his death.

(A) *T*he Condition &c. that where the within bounden *J. A.* shall by the grace of God marry and take to wife on *A. B.* widow, if the said *J.* after the said marriage had & solemnised happen to die before the said *A.* that then if the said *J.* do leaue the said *A.* worth an *C. li.* in money or in moueables, ouer and above household stuffe by legacie or otherwise, to be deliuered by the executors or assignes of the said *J.* to the said *A.* her executors and assignes within one moneth next after the death of the said *J.* to be employed & disposed to the proper vse of the said *A.* as at her will & pleasure, That then &c.

Sec<sup>t</sup> 141. *A* Condition to suffer his wife to make a will.

(A) *T*he Condition &c. that if the within bounden *A. B.* do permit and suffer one *M. D.* which the same *A.* by Gods grace shall take to wife in her extreme day and dayes at any time before her death, to declare & make her will, devise, and give at her pleasure *xl. li.* sterling to what person



person or persons, and unto what use and purpose as she will at her pleasure. And also do permit and suffer her executors to proue, declare and performe the last will by her made without variation or interruption, denying or impediment of the sayd W. And also if the same W. do performe, fulfill, observe, pay and content the sayd R. li. so by her assigned, bequeathed and willed to such person or persons, in such manner and use and at such dayes, and within such time, as by her shall be devised, bequeathed & willed, without any further delay, That then this &c.

Sec. 142. ¶ A Condition to suffer his wife to giue certaine goods during her life or by will.

(A) The Condition of this obligation is such, that if the within bounden T. B. after marriage had betwene him and A. wydow late wife of T. B. deceased do permit and suffer the said A. to giue, bequeath or appoint by her last will or other wise at any time during her life goods and catels to the value of 7c. and not above, so that the same gift, bequest or appointment so to be had and made, shall be good and auailable to the sayd parties to whom the sayd gift, bequest or appointment shall be so made by the sayd A. against the said T. B. and his executors without let impediment or disturbance of the said T. B. or of his executors or administrators. And also if the said T. B. do accomplish performe & fulfill the said gift, bequest or appointment, having thereof notice and knowledge by the said A. or by her last will with his owne proper goods to the purport, intent and true meaning of a paire of Indentures made betwene the said T. B. of thone partie & P. K. & C. C. of the other party bearing date 7c. That then &c.

Sec. 143. ¶ A Condition to exercise a Bailiweke.

(A) The Condition is. That if the within bounden J. A. wel and truly exercise & occupy the office of the Bailiweke of the hundred of C. under the within named C. T. being Shyrife of C. and be ready and attendant to the said Shyrife

Shirife and his deputie at all times when he shalbe required in executing his said office of Shirifwike, and discharge and sane harmles the said Shirife against our soueraigne Lord the king, and all other persons for executing of all maner of proces, precepts, warrants & commandements to be directed, executed and done by the said J. and of all prisoners as shalbe in his custodie, & wel & truly content & pay to the same Shirife his executors or assignes, all the issues, reuenues and profits of the said hundred whereof the certainties amount to the summe of iij. li. by the confession of the said Bailife, to be paid duly at the feast of Easter and S. Mich. the arch. angell next comming, and also lewie, content and pay to the sayd Shirife all such greene ware, pipe siluer and issues, as the sayd Shirife shalbe charged with in the said hundred, and as shalbe estreted out to the said Bailife to gather, to bee payd to the said Shirife afore the said feast of S. Michael, That then &c.

Se& 144. A Condition to resigne a Vicarage.

(A) The Condition of this obligation is such, that if the within bounden C. S. within one moneth next after request to him to be made by the within named W. C. or his certain Attorney do wel & sufficiently resigne the vicarage perpetual of the Church of D. in the county of E. in the dioces of L. and C. in the hands of the Ordinary of the said place for the time being, to thintent that the said Ordinary shall institute and induct the said W. or such other person as the said W. shall for that purpose name Vicar of the said Vicarage; That then &c.

Se& 145. A Condition to renew Sureties.

(A) The Condition of this obligation is such, that if the within bounden J. M. and L. D. or one of them their heires, executors or assignes, do wel and truly content and pay, or cause to be contented and payd vnto the within named W. M. his executors or assignes the summe of xx. li. &c. in maner & forme following &c. (B) And further if at any time hereafter before the said summe of xx. li. be fully payd

payd, as is aforesaid, it shall happen the said J. P. and T. C. or eyther of them to dye, then if the suruiuor of the said J. and T. together with one good able and sufficient person as suertie shall in stead of him that shall so depart, within thre monethes next after the death of him that so shall depart, become and stand bound to the said W. P. his executors or assignes by an other good and sufficient writing obligatory for the payment of the said twentie poundes, or so much thereof as shal then be and remaine vnpayd in such maner and forme to all intents and purposes as are conteyned in this present obligation (the said W. his executors or assignes vpon the sealing and deliuey of the sayd new writing obligatory deliueying out the old obligation then remayning to be cancelled,) That then &c.

## ¶ Defeasances.

Sec<sup>r</sup> 146. ¶ A Defeasance of an Obligation.

(A) **T** His Indenture made &c. betwene E. W. & W. W. Witneseth that whereas the said W. W. standeth bounden vnto the said E. W. by one obligation, bond or writing obligatory, bearing date hereof in the summe of two hundred poundes, payable at the feast of Easter next insuing the date hereof as there by appeareth. That yet neuertheless the said E. W. is contented and for himselfe his executors and administrators and euery of them doth covenant, grant, promise and agree to and with the said W. W. his heires, executors, administrators and assignes by these presentes, that if he the sayd W. W. his heires, executors, administrators or assignes, or any of them, do well and truly pay or cause to be payd vnto the sayd E. his executors or administrators, or any of them one hundred poundes of lawfull English money vpon the feast day of the Assention of our Lord God which shall bee in the yere of our Lord God 1590. in the South Doorch of the parish Church of A. in the Countie

Countie of Yorke. And then and thenceforth the sayd Obligation, bond or writing obligatorie to bee utterly voyd and of none effect in the law, or els to stand, remaine and be &c. In witnesse whereof the said parties to these present Indentures interchangably have set their hands and seales the day and yere first above written.

Sect 147. ¶ A Defeasance of a Recognisance for payment of money at feriall dayes.

(A)

**T**His Indenture &c. Witnesseth that whereas M. W. of D. in the countie of E. yeoman and M. L. of C. in the countie aforesayd yeoman, by a certayne recognisance provided for the recovery of debts taken, recognized, and sealed before Sir C. W. knight, chiefe Justice of the Kings bench bearing date the day of these presents, stand and be jointly and severally bounden unto M. L. of C. in the countie of E. yeoman, in the summe of one hundred pounds sterling to be payed as in the same recognisance thereof made more plainly doth appeare. Nevertheless the said M. for him, his heires and executors willeth and granteth by these presents, that if the said M. and J. their heires, executors or assignes, or any of them do truly content and pay, or cause to be contented and payed unto the foresayd M. his heires, executors or assignes, the summe of forty pounds of good and lawfull money of England, in maner and forme following, that is to say, in the feast of all Saints next coming after the date hereof, five pounds; at the dwelling house of the said M. where he now inhabiteth: And the first day of May then next following, viz. at the sayd house, and so forth, from yere to yere, and halfe yere to halfe yere, and the first day of May next immediately ensuing another at the house of the sayd M. as is aforesayd, viz. pounds, untill the sayd summe of forty pounds be fully contented and payed: That then the foresayd recognisance to be utterly voyd and of none effect. And if default



payd, as is aforesaid, it shall happen the said J. P. and W. C. or eyther of them to dye, then if the suruivour of the said J. and W. together with one good able and sufficient person as suertie shall in stead of him that shall so depart, within thre monethes next after the death of him that so shall depart, become and stand bound to the said W. P. his executors or assignes by an other good and sufficient writing obligatory for the payment of the said twentie poundes, or so much thereof as shal then be and remaine vnpayd in such maner and forme to all intents and purposes as are conteyned in this present obligation (the said W. his executors or assignes vpon the sealing and deliuey of the sayd new writing obligatory deliueying out the old obligation then remayning to be cancelled,) That then &c.

## ¶ Defeasances.

Sec<sup>t</sup> 146. § A Defeasance of an Obligation.

(A) **T**His Indenture made &c. betwene E. W. & W. W. W. Witnesseth that whereas the said W. W. standeth bounden vnto the said E. W. by one obligation, bond or writing obligatory, bearing date hereof in the summe of two hundred poundes, payable at the feast of Easter next insuing the date hereof as thereby appeareth. That yet neuertheles the said E. W. is contented and for himselfe his executors and administrators and euery of them doth couenant, grant, promise and agree to and with the said W. W. his heires, executors, administrators and assignes by these presentes, that if he the sayd W. W. his heires, executors, administrators or assignes, or any of them, do well and truly pay or cause to be payd vnto the sayd E. his executors or administrators, or any of them one hundred poundes of lawfull English money vpon the feast day of the Assention of our Lord God which shall bee in the yere of our Lord God 1590. in the South Porch of the parish Church of R. in the Countie

Countie of Worke. And then and thenceforth the said Obligation, bond or writing obligatory to be utterly void and of none effect in the law, or els to stand, remaine and be &c. In witnesse whereof the said parties to these present Indentures interchangably have set their hands and seales the day and yere first above written.

Sect 147. ¶ A Defeasance of a Recognisance for payment of money at ferial dayes.

(A)

**T**His Indenture &c. Witnesseth that whereas M. TH. of D. in the countie of C. yeoman and M. L. of C. in the countie aforesayd yeoman, by a certayne recognisance provided for the recovery of debts taken, recognized, and sealed before Sir C. W. knight, chiefe Justice of the Kings bench bearing date the day of these presents, stand and be jointly and severally bounden unto M. L. of C. in the county of C. yeoman, in the summe of one hundred pounds sterling to be payed as in the same recognisance thereof made more plainly doth appeare. Nevertheless the said M. for him, his heires and executors willeth and granteth by these presents, that if the said M. and J. their heires, executors or assignes, or any of them do truly content and pay, or cause to be contented and payed unto the aforesayd M. his heires, executors or assignes, the summe of forty pounds of good and lawfull money of England, in manner and forme following, that is to say, in the feast of all Saints next comming after the date hereof, five pounds; at the dwelling house of the said M. where he now inhabiteth: And the first day of May then next following, v. li. at the said house, and so forth, from yere to yere; and halfe yere to halfe yere, and the first day of May next immediately ensuing another at the house of the said M. as is aforesayd, v. pounds, untill the said summe of forty pounds be fully contented and payed: That then the aforesaid recognisance to be utterly void and of none effect. And if default

fault of payment, be made of any of the sayd payments in part or in all contrary to the forme aforesayd, then the said A. and B. willen and granten by these presentes, that the same recognisance shal stand in ful strength and virtue. In witness whereof the said parties to these Indentures sundrly haue set their seales. Given &c.

Sect. 148. ¶ A Defeasance of a Recognisance to make a lease of a sheepe pasture according to an old lease thereof and for quiet occupation thereof.

(A) **T**his Indenture made &c. betwene M. W. of A. in the countie of C. Esquire, and B. his wife of thone partie. And C. P. of L. Esquire, of the other partie. Witnesseth that where the said C. P. by his dede indented bearing date the 28. day of A. in the 4. yere of H. hath devised granted &c. terms litten into the said M. W. & B. his wife all those his sheeps pastures, leys, feedings & commons siting and being in the Manors of D. & P. in B. in the countie of A. together with the closes called &c. with al and singular commodities and profits to the premises or any part or partes thereof in any wise belonging or appertaining likewise siting and being in the Manors aforesaid, or one of them. To have & to hold, & to occupy the same to the said M. W. & B. their executors & assigns, from the day of the date of the said dede indented, for and during the terme of 21. yeres then next following, as by the tenor of the same dede indented more plainly it both & may appeare. (B) And whereas the said C. P. personally standeth bound before the Queens Maestie in her high court of Chancery by a recognisance there knowledged, bearing date &c. hath knowledged himselfe to be indebted unto the said M. W. and B. his wife in the summe of L. li. &c. as by the tenor of the same recognisance enrolled in the said Court both and may more plainly appeare, It is therfore covenanted, comiscended, fully concluded and agreed betwene the same parties, And the same M. W. & B. his wife, for them selues their heires,

execu

executors and administrators, and the heirs, executors and administrators of them and every of them, both covenant & grant to and with the said G. M. his heirs, &c. that if the said G. M. his heirs, executors or assigns within one year next after the full end, expiration and determination of the said 21. years, and after a reasonable and convenient request to the said G. M. his heirs or assigns, had and made by the same T. W. and B. his wife or any of them, or the heirs, executors, administrators or assigns of them, or of any of them make, seale and deliver or cause to be made sealed and delivered a good, sufficient, sure and indefeasible new lease of the same sheeps pasture, leazes, commons, closes and other the premises with thappurtenances unto the same T. W. and B. his wife or the longest lyver of them, if both the same T. W. and B. his wife then fortune to be dead, To have & to hold the same for and during the terme of 20. years next ensuing, with only such & no more rent reserved for the same and such like, and no more or other articles, agreements or covenants then be contained in the Indenture afore mentioned, the names of the parties therunto, the date and expiration of the same new lease and other things of course, and not of any great substance or effect onely to be changed and altered in the same, except it be by the assent or mutuell agreement of both the parties, according to the true meaning and intent hereof. (C) And also if the same T. W. and B. their heirs, executors, administrators or assigns or any of them shall quietly have, hold, occupy and enjoy the same premises by all the time of the terme of the said 20. years, according to the tenour of the new appointed lease, paying such rent as is reserved and conteyned in the same indentures without any lawfull exaction or disturbance of the said G. M. his heirs or assigns or any other by him, his or any of their procurement or commandement, That then &c.



Sec<sup>t</sup> 149. ¶ A Defeasance of a Statute staple  
for debt.

(A) **T**His Indenture made et. betwene E. C. of ec. and  
J. A. of Ashbozneham in the County of Suffex Es-  
quire, J. B. citizen and Grocer of London, and J. C. citizen  
and Haberdasher of London of the other party, Witnesseth  
that whereas the said J. A. J. B. and J. C. by one writ-  
ting or recognisance bearing the date hereof, made accor-  
ding to the statute late provided and set forth for the reco-  
very of debts taken, acknowledged and sealed before Sir  
W. D. knight, Mayor of the staple at Westminster, and  
William Fleetwood esquire Recorder of the citie of Lon-  
don, are and stand jointly and severally bounden to the said  
E. C. in the summe of two hundred and forty poundes of  
lawful money of England payable, as by the same writing  
or recognisance more plainly appeareth. (B) Neuerthe-  
lesse it is agreed betwene the said parties and the said E.  
C. is contented and pleased, and by these presents for him  
his executors, administrators and assignes, and for every  
of them doth covenant, promise and grant, to and with  
the said J. A. J. B. J. C. and every of them their heires, ex-  
ecutors & administrators in manner and forme following,  
that is to say, That if the said J. A. J. B. and J. C. or any  
of them do wel & truly pay or cause to be paid unto the said  
E. C. his executors, administrators or assignes, the summe  
of one hundred and seventene poundes of lawfull money of  
England at or in the now dwelling house of J. C. Esquire,  
set & being in Southwerke in the Countie of Surrey, com-  
monly called & knowen by the name of the kings Bench,  
in and upon the foure and twentieth day of August next com-  
ming after the date hereof, at one entier payment without  
delay (if the said E. C. and E. C. daughter of the said E. C.  
or either of them, shalbe then living in this transitoie life.)  
That then y<sup>e</sup> said writing or recognisance of two hundred &  
fortie poundes shalbe utterly void & of none effect, as though  
the same had never bin made. (C) And it is further a-  
græd

agreed betwene the said parties and the said J. St. J. B. J. C. for them and every of them, their heires, executors, and administrators, do covenant, promise & graunt jointly and severally to and with the said C. C. his executors & assignes by these presents, that if default shall happen to be made of or in payment of the said C. by li. in part or in all, contrary to the forme aforesaid: That then the said writing or recognisance of C. C. li. shall stand and be absolute without condition, and in full force and strength both in law & conscience: any thing herein contained to the contrarie therof in any wise notwithstanding. In witnesse whereof &c.

Sect. 150. ¶ A defeasance of a Statute acknowledged before the chiefe Iustice of the common place.

(A) **T**His Indenture made the 21. day of Feb. in the xxvij. yere of the reigne of K. Betwene C. W. of A. in the countie of C. esquire on thone partie, and W. W. of A. in the countie of P. gent on thother partie. Witnesseth that whereas the said W. W. standeth bounden unto the said C. W. by one statute, recognisance or bond bearing date hereof knowledged before Sir C. J. Knight, Lord chiefe Iustice of the common ples at Westmynster, in the summe of CC. poundes payable at the feast of Easter next ensuing the date hereof, as thereby appeareth. That yet neverthelesse the said C. W. is contented and for himselfe his executors and administrators & every of them doth covenant, graunt, promise and agree, to and with the said W. W. his heires, executors, administrators and assignes by these presents, that if he the said W. W. his heires, executors, administrators or assignes, or any of them, do well and truly pay or cause to be paid unto the said C. his executors or administrators or any of them one hundredeth poundes of lawfull English money, upon the feast day of the Assention of our Lord God which shalbe in the yere &c. in the South porch of the parish Church of S. Dunstons, situate in Fleete-strete in London, That then and thenceforth the said

L j

statute

statute or Recognisance to be utterly void and of none effect in the law. In witnes whereof &c.

(B) ¶ In like maner may al other Defeasances of statutes marchant, and single Recognisances knowledged in the Chancerie or els where be made; *Mutatis mutandis*. And so we thinke we haue sufficiently discoursed of the sundrie formes of Conditions and Defeasances of Obligations and Recognisances, vnto which, Feoffements seeme by good right worthy to be next placed.

### ¶ Feoffements.

Se<sup>a</sup>. 151. ¶ Of Feoffements, & what a Feoffement is.

(A) **A** Feoffement, feoffamentum, or rather feufamentum, for it seemeth to be deriued of *feudum* a Gottilsh word; so called *A fide vel fidelitate*, and is defined of the Ciuill Lawiers, A louing and free graunt of a thing either innouable or of like nature by transferring of the vse and profit thereof, reteyning the herie proprietie vnder the going of sealtie & other seruices. And of some it is said to be a kind of protection or patronage, safegard or homage, whereby some dignitie, pension or ground is in such maner gyuen or granted to any man, that he and his heires and posteritie should for euer acknowledge theu as of the same god, turne, and worship him as their patron or Lord, and defend his person, hono<sup>r</sup>, landes and goodes &c. (B) For this was the cause and beginning of such fees. The Gotes having conquered Italy, that they might reward their Captaines, gouernors, and souldiers, for their good seruice done in the warres, bestowed vpon them thono<sup>r</sup>s, lands and goodes of the Italians, that they might by that meanes haue certaine re-  
teyners bound, and as it were holued and addicted vnto the, by whole aide they might after wards if neede were by force keepe those regions which they had won by warres.

By which I gather, that Feoffamentum generally signifieth donationem feudi. (C) But w<sup>th</sup> vs it is properly any gift or grant of any honors, castles, manors, messuages, landes, or other corporal immovable thinges of like nature to an other and his heires for euer, by the delivery of seisin and possession of the thing given, whether the gift be made by word or writing. And when it is by writing it is called a deed of feoffement, and the giver is called the feoffor: feoffator, and he that receiveth by virtue thereof the feoffee: feoffatus, as in these examples following.

Sect. 152. ¶ A feoffment of landes descended.

(A) SCiant &c. quod ego I. N. de P. in comitat N. yerman, filius & haeres R. N. nup de P. praed' defuncti pro summa viginti librae legal' monetae Angliae mihi per W. F. pre manibus solut', vendidi, concessi, & hac praesenti charta mea confirmaui eidem W. decem acras terrae cum pertinentiis, iaceant & existant in villa & parochia de B. in comitatu praed', viz. inter terram &c. Quae quidem x. acrae tenent cum pertineant nuper fuerunt praed' R. P. patris mei, & quae per & post mortem ipsius R. mihi praesentat I. vt filio & haeredi eiusdem R. iure haereditario descenderant. (B) Habend' & tenend' praed' decem acras terrae cum pertinentiis praef. W. haeredibus & assignatis suis in perpetuum de capitalibus dominis feodi illius per seruitia inde debita, & de iure consueta, ad usum dicti W. haered' & assignatorum suorum. Et ego vero praef. I. & haeredes mei praedicti decem acras terrae cum pertinentiis praef. W. haeredibus & assignatis suis contra omnes gentes warrantizabimus in perpetuum per praesentes. In cuius rei &c.

Sect. 153. ¶ A feoffment of landes purchased according to an Indenture &c.

(A) SCiant &c. quod ego I. P. ad instantiam & requisitionem W. F. ac in complementum & executionem certarum conuentionum, & concessionum contentarum



et specificat in quibusdam Indeturis gereñ data quarto die Iulij ultimo præterit ante datum presentium, factis inter me præfatum I. ex vna parte, & præd' W. ex altera parte, dedi, concessi, & hac præfenti charta mea confir-  
maui eidem W. totum manerium meū de D. in S. cum pertiñ in com' E. vnā cum omnibus ter' & teñtis, pratis, pascuis, pasturis, boscois et subboscois, redditibus, reuerfi-  
onibus, & seruicijs, & omnibus suis pertiñ eidem mane-  
rio spectantibus siue pertinentibus quę ego præd' I. nu-  
per habui mihi hæred' & assign' meis, ex dono & feoffa-  
mento N.K. Habend' & tenend' totum &c. vt supra.

Sec. 154 ¶ A feoffment in fee with a Letter of

Attorney.

(A) SCiant præsetes & futuri, qd' ego W.H. generosus,  
dedi, concessi, & hac præfenti charta mea confir-  
maui W.C. armiger', & I.S. cleric', manerium meū de T.  
cum omnibus suis membris & pertinentijs, ac omnia  
īras & teñta mea redditus, reuerfiones & seruitia, prata,  
pascua, pasturas, boscos & subboscos, cum suis perti-  
nentijs in T. in comitatu B. (B) Habend' & tenend' præd'  
manerium cum omnibus suis membris & pertinentijs,  
ac etiam omnia præd' terras & tenementa, redditus, re-  
uerfiones & seruitia cum suis pertinentijs, præf. W.C. &  
I.S. hæredibus & assignatis suis in perpet' &c. (C) Et  
ego vero præd' &c. (D) Et vltcrius sciant me præf. W. fe-  
cisse, ordinasse, constituisse, & in loco meo posuisse di-  
lectos mhi in Christo R.F. & W.S. meos veros & legiti-  
mos Attornatos coniunctim & diuifim ad possessionem  
capiendam pro me et in nomine meo, de & in prædict'  
maner', terris, teñtis, reuerfion' & seruitijs, cum omnibus  
suis pertiñ, & post huiusmodi possessionem sic inde cap-  
tam & habitam, deinde pro me & in nomine meo ple-  
nam & pacificam possessionem & seisinam præfato W.  
et I. aut eorū in hac parte attornatis deliberandum, se-  
cundum tenorem, vim, formam & effectum huius præ-  
fentis chart' meę super hoc confectę, Ratam & gratum  
habens,

habens & habiturus totum & quicquid prædicti attur-  
nati mei nomine meo fecerint, vel alter eorum fecerit in  
præmissis. In cuius rei testimonium huic præfeti chartæ  
meæ sigillum meum apposui. Dat<sup>u</sup> &c.

Sec<sup>l</sup>. 155. ¶ *A feoffment in fee of a decree in the*

*Chancery.*

(A) Sci<sup>ant</sup> præsent<sup>es</sup> & futu<sup>r</sup>, quod ego I. B. ad instan-  
tiam & specialem requisitionem R. P. neq<sup>ue</sup> in vi-  
gore & auctoritate cuiusdam decreti super petitionem  
eiusdem R. P. in Cancell<sup>o</sup> dñi Regis, de & super maner<sup>e</sup> de  
L. cum pertine<sup>n</sup> in com<sup>o</sup> E. versus me habi<sup>t</sup>: tradidi, di-  
misi, liberaui, & hac præfeti charta mea confirmaui eid<sup>em</sup>  
R. præd<sup>o</sup> maner<sup>e</sup> cum pertine<sup>n</sup> præf. R. hæredibus & as-  
signatis suis in perpetuum, ad vsum eiusdem I. hæred<sup>is</sup> &  
assignat<sup>is</sup> suorum, secū<sup>ndu</sup>m vim, formam & effectum de-  
creti prædicti. In cuius rei testimonium &c.

Sec<sup>l</sup>. 156. ¶ *A feoffment of the messuagium of a manor recov-*

*ered by writ of Entry in the Post.*

(A) Sci<sup>ant</sup> &c. quod ego I. D. pro summa quadraginta  
lib. sterling. mihi per R. F. armigerum præ mani-  
bus solut<sup>us</sup>, de quibus quidē xl. li. fateor me plenariē fore  
satisfactum & persolutum dictumq<sup>ue</sup> R. hæred<sup>is</sup>, executo-  
res & administratores suos inde esse acquietatos et exo-  
neratos per præsent<sup>es</sup>, Dedi, concessi, & hac præfeti  
charta mea confirmaui eidem R. medietatem manerij  
de S. cum perti<sup>n</sup>, ac vnius mesuagij, vnius gardini xx. a-  
crarum terre, x. ac<sup>re</sup> prati, xl. ac<sup>re</sup> pastu<sup>is</sup>, & xx. solid<sup>is</sup> red<sup>is</sup>  
cum perti<sup>n</sup> in T. & C. in com<sup>o</sup> E. Quam quidem medie-  
tatem omnium & singulorum præmissorum cum per-  
tine<sup>n</sup>, ego prædict<sup>us</sup> I. D. in cur<sup>ia</sup> domini Regis coram I. B.  
Milite & socijs suis Iustic<sup>is</sup> ipsius domini Regis apud W.  
nuper recuperaui versus N. P. & I. vxor<sup>em</sup> eius, per breue  
dicti domini Regis de ingressu super disseisinā in lo Post,  
prou<sup>t</sup> inter record<sup>us</sup> de termino S. Hillarij anno Regni  
H. viij. &c. xxxiiij. plenius apparet. Habend<sup>us</sup> & tenend<sup>us</sup>  
totam prædictam medietatem dictor<sup>um</sup> manerij, terr<sup>arum</sup>, &

testi; ac ceterorum premissorum cum suis pertinentiis  
præfati R. heredi & assignatis suis in perpetuum &c. *et  
de alijs actis precedentibus*  
Sec. 157. *¶ A Feoffment in fee of lands by*

(A) **O**Mnibus Christi fidelibus ad quos hoc præfens  
scriptum pervenerit, W. & I. executores testa-  
menti R. W. de civitate London' civis & Mercatoris, sa-  
lutem in domino sempiternam. Cum prædicti R. per tes-  
tamentum legatum & proclamatum in Hustingo London'  
certo die &c. proximo post festum S. Barnabe, anno Re-  
gis H. viij. &c. xix. dederit & legaverit uxori sue tria te-  
nimenta sua cum pertinentiis quæ habuit in dicta ciui-  
tate, unde unum tenemēt scituatum est & iacet in paro-  
chia S. M. virginis in Fanchestrate, inter tenementum  
R. ex parte boreali, & testum I. de A. ex parte australi, &  
abutur super viam Regiā in Fanchestrate prædicti ver-  
sus occidentem, & testum P. C. versus orientem. Et aliud  
tenementum de prædictis tribus tenementis scituatum  
est & iacet &c. Et tertium tenementum de prædictis tri-  
bus tenementis scituat est &c. (B) Habend' & tenend'  
prædicti tria tenementa cum suis pertinentiis præfati I.  
ad terminum vite sue, & post decessum præfati I. voluit  
& legavit antedictus testator, quod prædicta tria tene-  
menta cum pertinentiis Agnet filia sue & heredi de corpore  
suo legitime procreatis integrè remanerent, & pro de-  
fectu heredis de corpore eiusdem Agnet legitime pro-  
creati, voluit & legavit prædicti testator, quod præd' tria  
tenementa cum suis pertinentiis, nobis prædicti W. et I. & exe-  
cutoribus nostris integrè remanerent ad vendendum, &  
pecuniam suam inde percipiendā in operibus charitatis  
disponend', prout in eodem testamento plenius conti-  
netur. (C) Et quia præd' I. obiit, & præd' A. similiter  
sine heredibus de corpore suo legitime procreatis decessit:  
Sciatis nos præf. W. & I. executores dicti testamenti præf.  
R. auctoritate dicti testamenti, dimisisse, concessisse, &  
hoc

hoc prefati scripto nostro confirmasse, ac proquadam pecunie summa inde incompleta executionis dicti testamenti pre manibus solut, vendidisse R. L. de Lond' cuius & mercator London' pred' tria centa cum suis pertinentiis. Habend' & tenend' eidem Richardo & assignatis suis in perpetuum de capitalibus dictis spodi illius p' feruile Indu dabit, & de iure consueti. In cuius rei &c. Sol. 158.

*¶ A ffave in fee of lande sold by the*  
*Executors, and heirs*  
 (A) Omibus Seq. W. S. execut' testamenti & ultime voluntat' W. H. domi vici de R. salar' Doueritis me prefat' W. S. in complement' & executionem ultime voluntat' dicti W. H. ac pro summa xx. li. sterling. mihi per G. P. pre manibus solut, vendidisse, dedisse, concessisse & hoc prefati scripto meo confirmasse eidem G. omnia illa terras & tenementa cum pertinentiis totat' Barren' & exstent in vill' & parochia de R. in con' S. qu' temp' fuer' pred' W. H. Habed' & tened' omnia pred' ter' &c.

*¶ A Feoffment of Land in London.*  
 (B) Sciatis &c. quod nos C. T. & K. T. ciues & mercatores Londinenses, dimissimus & feoffamus W. R. filio W. R. nuper ciuis & mercatoris London' & mercatori, & domino I. rectori ecclesie S. Botulphi iuxta Billingsgate London', duo reata nostra cum domibus, cellariis, sollariis, gardinis, & omnibus alijs suis pertinentiis, scituatis in vico vocato S. M. in parochia S. A. super Cornhill Lond', scilicet inter &c. Quia quidem &c. cum suis pertinentiis nos pred' C. T. & K. T. nup habuim' coniunctim ex dimissione & feoffamento pred' W. R. filij dicti W. R. et I. R. fratris eius ciuis & Mercat' Lond', prut in quadam carta p' pref. W. R. & I. R. inde nobis cofecta, talis datam est &c. continens Habend' & tened' p' pred' tenita &c. R. C. & B. C. his testibus &c. Dat. &c.

*¶ A feoffment in fee of a Hundred.*

(A) Omibus Christi fidelibus ad quos plens scriptu peruenit, R. R. Mil' salut' in dno. Cu dominus



Rex nunc rex die Maij, anno Regni sui quinquodecimo,  
per literas suas patentes dedit & concessit mihi pre-  
fat R. R. inter alia hundred de Barstable in com. E. cum  
omnibus iuribus, finibus, amerciamenis, wrecc maris,  
& alijs emolumentis et commoditatibus eidem hundred  
debitis spectantibus siue pertinentiis quovismodo. Habend' et  
tenend' huiusmodi prelati, ac cetera premissa cum pertinentiis  
mihi pref. R. R. hered' & assign' meis, de dicto domino  
Rege & hered' suis, per servitia inde ab antiquo debita  
& de iure consueta in perpetuum, prout in eisdem literis  
plenius continetur. (13) Noveritis me pref. R. R. per  
presentes dedisse, concessisse & confirmasse, & virtute  
& auctoritate licentie mihi per dictum dominum Regem  
per dictas literas suas patentes concessisse reuerendo in  
Christo patri & domino R. permissione divina B. & W.  
Episcopo, R. L. Militi, R. B. T. H. ciuib' & aldermannis  
London' & W. C. seruenti meo prelati hundredu de Bar-  
stable, cum omnib' iuribus, finib', amerciamenis, wrecco  
maris, & alijs emolumentis & commoditatibus eidem hun-  
dred' debitis spectantibus siue pertinentiis quovismodo. Ha-  
bend' & tenend' huiusmodi hundred' &c. ac cetera premissa cum  
pertinentiis pref. Episcopo R. L. R. B. T. H. & W. C. heredi-  
tibus & assignatis suis de dicto domino Rege & heredi-  
bus suis per servitia inde ab antiquo debita & de iure  
consueta in perpetuum. (C) Et ego vero &c. warran-  
tizabimus &c. (14) Et ulterius noveritis me pref. R. L.  
per presentes fecisse, constituisse, et in loco meo posuisse  
dilectos mihi in Christo S. T. & I. R. meos veros et legiti-  
mos attornat' conjunctim & divisim ad deliberand' &c.

Sec. 160. *A Proffement in fee to the husband*

(A) S. Ciant presentes & futuri quod ego R. B. de S. dedi  
& concessi & hac presenti carta mea confirmaui A  
T. de eadem & E. uxori sue totum illud mesuag. meū q  
ego habeo in dicta villa de S. q. quidem mesuagiū situatū  
est &c. Habend' & tenend' &c. In cuius &c.

Sect. 161. *§. A feoffment in fee of copyhold lands.*

(A) Omnis &c. T. B. miles, dominus manerij de W. in comitat E. salutem in domino sempiternam. Cum I. M. clericus ad curiam tentam apud inanerium de W. predictam die Lune proximo post festum S. Hillar Episcopi, anno &c. presens in Curia sursum reddidit in manus domini manerij predicti duo tenementa hereditabilia, unde unum est cum domibus edificatis, & aliud tenementum non edificatum ac certa terra & mariscus eisdem tenementis spectant cum omnibus suis pertinentiis, quondam vocati Heruies iacent in W. predicta ad opus W. T. & I. uxoris eius, & heredes suorum. (18) Quibus dominus per seneschallum suum concessit inde seisinam, tenendum eisdem W. & I. uxori eius heredibus & assignatis suis per virgam ad voluntatem domini secundum consuetudinem manerij per seruitia & consuetudines inde debita, & de iure consueta in perpetuum, prout per rotulum curie predicti latius patet: Posteaque predicti I. obiit viuentis predicti W. viro suo, & idem W. legitimus possessor existens de, & in predicta duobus tenementis ac ceteris premissis ut predictum est in forma predicti, eadem duo tenementa ac cetera premissa cum eorum pertinentiis in manus meas nuper sursum reddidit, ad intentionem quod ego predicti duo tenementa ac cetera premissa cum suis pertinentiis per chartam meam sigillatam cuidam R. D. dimittere traderem liberarem & confirmarem. Super quo sciat me pref. T. B. pro quadam pecunie summa mihi per prefatum R. pre manibus soluta, dimisisse, tradidisse, liberalasse, & hoc presenti scripto meo indentato confirmasse pref. R. D. predicta duo tenementa ac predicti terra & mariscus eisdem tenementis spectant cum omnibus suis pertinentiis, quorum quidem duorum tenementorum unum tenementum cum tribus acris terre adiacentibus iacet inter terram H. D. &c. & unum croftum terre predicti continens tres acras terre iacet inter terra &c. Et aliud

aliud tenement' dictorum duorum tenementor', cum  
tribus acris terre eidem tenemento adiacentibus iacet  
inter terras &c. vñum mariscum dict' marisc' continen  
tres acras iacet iuxta tenementum R. B. &c. & 4. aci ma-  
risc' prædict' marisc' iacent iuxta marisc' vocat' P. ex par-  
te boreali; Habend' & tenend' prædicta duo ten' ac terf'  
& mariscum prædict' cum omnibus & singulis eorum  
pertinent' præfat' R. D. heredibus & assignatis suis, li-  
ber', quiete, bene & pacifice per cartam in perpetuum.  
(13) Reddendo inde annuatim mihi præfat' T. B. he-  
redibus & assignatis meis dominis manerij prædicti  
pro tempore existen', decem solid' legalis monete Ang-  
gliz ad ij. anni terminos: videlicet ad festa Pasche & S.  
Michaelis archangeli per equales porciones, & sectam  
curiz in manerio meo prædicto cum acciderit: ac etiam  
ultra hoc reddendo ad quamlibet alienationem seu  
venditionem prædictorum duorum tenementorum ac  
ceterorum præmissorum prædict' mihi & hered' meis  
dominis manerij prædict' pro tempore existen', viij. s.  
legalis monete Angl' pro omnibus redd', seruicijs & de-  
mandis quibuscunque, (C) Ita quod si & quotiens  
contingat prædict' annualem redd' decem solid', aut  
prædict' reddit octo solid' eum vt prefertur solui debeat,  
arctro fore in parte vel in toto post aliquem terminum  
solutionis inde perlimit' contra formam prædict', quod  
tunc & totiens bene liceat & licebit mihi pf. T. B. hered'  
& assignat' meis dominis manerij prædict' pro tempo-  
re existen', in prædict' duo tenementa terras & marisc'  
præd', & in quamlibet inde parcelam intrare & distrin-  
gere, distractionesq; sic captas licite asportare, abducere,  
effugare, decantare, & penes se retinere quousque præ-  
dict' reddit sic arctro existet & omnia inde arctrag' li que  
fuerint, nobis plenarie fuerint satisfact' & persolut'. Ac in-  
super noueritis me præfat' T. B. fecisse, ordinasse, & loco  
meo posuisse, dilectos mihi in Christo N. P. & E. L. me-  
os veros & legitimos attornat', conuincim' & diui-  
sim

sim ad liberand' vice & nomine meo &c. *ut in alijs chartis.*

Sect. 162. *A Feoffment of lands in ancient demesne recovered there by fine.*

(A) Sciāt &c. quod ego I. D. pro summa x. li. leg. monete Angl' mihi per R. F. prę manibus solut' vendidi, dedi, concessi, & hac presenti carta mea confirmavi eidem S. illas tres croftas terre cum pertiñ vocat' C. prout insimul iacent apud Hadley grene infra paroch. de H. in com' E. viz. int' terras &c. (NB) Ac etiā in consideratione pręd', vendidi, dedi, concessi, & hac presenti carta mea confirmaui eid' R. quend' annualem redditum trium solidorum & novem denariorum leuand' & percipiend' de tenement' sequent', scilicet de R. B. pro vno tecto & certa terra in H. vocat' G. duos solidos & sex denarios, & de N. P. pro vno tenemento & vno gardiñ adiacente in H. prędict' vocat' P. xv. denar' ad duos anni term' viz. ad festa Pasch. & s. M. arch. per equal' porciones annuat' soluend': quę quidem tria croft' terr' cum pertiñ, vna cum annuali red' pręd' ego pręd' I. D. nuper habui mihi & hered' meis per nomen decem acra' terre, duar' ac' prati, iiii. ac' pastur', & trium solidator' & novem denariorum redit' cū pertineñ in H. & H. (C) Et que nuper recuperavi versus T. M. & A. vx. eius virtute cuiusdam finalis concordie fact' in curia domine Katherinę Reg. Ang. pchariss. consortis H. 8. etiam dei gratia Anglię, Francię & Hibern' Reg. fidei defensoris, & in terra ecclesię Anglicanę & Hibern' supremi capitis, maner' sui de Hauering at Bower ibidē tenta decimo die Feb' anno regni dicti domini Regis tricesimo quinto, coram A. B. & C. D. balliuis ipsius Regine maner' sui pręd' ac P. D. R. C. I. W. & E. K. sectatoribus curię illius inter me pręfat' I. D. quę, & prędict' T. M. & A. iam vx. eius deforc' prout in fine prędict' liquet manifeste. Habendum & tenendum pręd' tres croftas terre, ac omnia cetera pręmissa cū suis pertiñ pręf. R. F. hered' & assign' suis



suis in perpetuum &c. *ut in alijs cartis.*

Sec<sup>l</sup> 163. *¶ Feoffamentum ad intentionem re-  
feoffandi.*

(A) *S*Ciant &c. quod ego M. C. vidua dedi &c. W. B. ge-  
neroso tot illud mesuagium &c. habend' &c. pref.  
W. B. & heredibus suis de capital' dñis &c. ad eam in-  
tenc' quod idem W. B. aut hered' sui infra decem dies  
prox. sequen' post dat' huius pñtis cartæ meæ, refoffa-  
bit seu refoffari faciet me pref. M. C. ac quoddam L. K.  
& A. C. quam quidem A. idem L. deo fauent' ducet in  
vxorem, de & in prædict' mesuagio &c. habend' &c.  
mihi pref. M. C. & assign' meis ad solum vsum mei ipsius  
M. pro terr' vite meæ absque imperie' alicuius vasti. Et  
post decessum mei ipsius M. tunc habend' & tenend'  
præd' mesuagium &c. præf. L. K. & A. & eor' vtrique diu-  
tius viuenti & hered' masculis de corpore ipsius L. K.  
legitimé procreat' ad solum vsum ipsorum L. & A. & eo-  
rum vtriusque diutius viuentis & hered' mascul' de cor-  
pore ipsius L. legitim' procreat'. Ita quod pro defectu  
hered' masculi de corpore dict' L. legitim' procreat', præ-  
dict' mesuagium &c. post decessum ipsorum L. & A.  
integre remaneat mihi præfat' M. & hered' meis in-  
perpetuum &c.

Sec<sup>l</sup> 164.

*¶ A refoffmentis.*

(A) *S*Ciant &c. quod nos T. P. & W. S. ad specialem in-  
stantiam I. M. dimisimus, tradidimus, feoffau-  
imus, liberauim', & hac presenti charta nostr' confirma-  
uimus eidem I. ac M. vxori eius totum illud mesuagium  
& duas acras terr' eid' mesuagio adiacen' cum suis pertiñ  
vocat' B. situat', iacen' & existen' in villa & paroch. de S. in  
com' Essex, vz. &c. Quod quidem mesuagium cum præd'  
duobus acris terre cum pertiñ nos prenominati T. P.  
& W. S. nuper coniunctim habuimus nobis & hered'  
nostr' in perpetuum, ex dono, concessione, feoffa-  
mento, & chart' confirmatione I. M. prout in quadam  
charta cuius dat' est primo die Augusti vlt' præterito ante  
dat'

dat presentium inde nobis confect' plenius apparet:  
habend' & tenend' totum pred' mesuag' & predict' duas  
acr' terre cum pertiñ pref. I. M. & Marie vx. eius ac heredi-  
bus & assigni ipsius I. in perpetuum, de capitalibus &c.  
In cuius rei testimonio &c.

Secl' 165. *A feoffment of landes given by testament.*

(A) S<sup>ciant</sup> &c. quod ego I. M. dedi, cōcessi, & hac pre-  
senti charta mea indentata confirmaui T. P. &  
W. S. vnum mesuagium, & duas acras terr' eidem mesua-  
gio adiacenti cum suis pertiñ vocat' B. situat' iacent' & exi-  
stenti in villa & parochia de S. in com' Essex vz, &c. Quod  
quidem mesuagium & duę acrę terre cum pertinentijs  
nuper fuerunt N. F. de S. predict' defuncti. Et quę idem  
N. per suum testamentum & ultimam voluntatem fact'  
& declaratū in script' secundum formā statuti inde pro-  
uisi, mihi prefato I. & heredibus meis nuper dedit & le-  
gauit prout in testam' vltim' voluntatis predictę: cuius  
datum est primo die Maij, Anno dñi millesimo quin-  
gentesimo quadagesimo quarto, & Anno Regni Hen-  
rici 8. Dei gratia &c. plenius continetur. (B) Habend'  
&c. sub forma & cōditione sequentibus videlicet, quod  
predict' T. P. & W. S. vel heredes aut assignati sui cum  
inde requisit' fuer' refoffabunt me pref. I. M. ac quan-  
dam Mariam vxorem meam, de & in predicto mesuagio  
& duabus acris terre cum pertinentijs. (C) Haben-  
dum & tenendum mihi pref. I. & M. ac hered' & assigna-  
tis mei predict' I. in perpetuum. In cuius rei testi-  
monium vni parti presentis chartę meę indentatę penes  
pref. T. & W. remanent', Ego pred' I. M. sigillum meum  
apposui, Et quia idem sigillum meum quampluribus  
est incognitum, ideo sigilla honestorum viroꝝ R. R. R. S.  
& E. K. testium in testamento & vltima voluntate pred'  
N. F. nominatoꝝ, & specialit' vocat', presentibus apposui  
& apponi procuravi, & nos predicti R. R. & E. ad speci-  
alem instantiam & personalem rogatum predict' I. M.  
presentibus sigilla nostr' apposui in fidem & testi-  
moni-

monium omnium premifforum. Alteri vero inde parti  
penos me preſat I. M. residenti, præd' T. P. & W. S. figilla  
ſua appoſuerunt. Dat' &c.

Sect' 166. *A Feoffment of a Manor in the Court of*

*Augmentations.*

(A) **O**Mnibus Chriſti fidelibus ad quos hoc preſentis  
ſcriptum indentatum peruenierit E. N. miles cā-  
cellar' curiæ Augmentationi corone domini Regis Salu-  
tem in domino ſempiternam. Sciatis quod ego præf. E.  
N. virtute vigore & auctoritate licencie regie ad infra-  
ſcript' faciend' premiff. habiſ & obtenti ac pro quadam  
pecunie ſumma mihi præſat E. per I. W. milit' theſaur' cur'  
prædict' præ manibus bene & fideliter perſoluit tradidi  
feoffaui vendidi barganizaui & hac preſenti carta mea  
confirmauit I. W. totum ill' manerium meum de R. par-  
ua in comitatu O. cum ſuis membris & pertiñ vniuerſis  
nuper monaſter' de S. dudum ſpectan' & pertinen'. Nec-  
non patronat' aduocation' nomination' preſentac' & ius  
patronatus Eccleſie & rectorie de R. in com' O. dict' nu-  
per Monaſterio de S. dudum ſpectan' & pertiñ ac etiam  
omnia & ſingula maneria, meſuagia, grang', molen-  
dina domos edificia hortos columbar' pomar' gardina  
tr' tenit prata paſtur' & paſcua boſc' ſubboſc' vias cōmu-  
nes aquas piſcar' ſtagna viuar' eſtuar' parcos warren' vaſta  
moras iampñ brueſ marſeos tam ſalſos quam dulces  
reuerciones ſeruic' reddit' & proficua ſuper quibuſcun-  
que diſmiſſionibus & conceſſionibus reſeruat reddend',  
& firm' omnium tenent' & firmariorum ad terminum  
vite & annorum per copiam curiæ & cuſtomar', reddit'  
ſeruic' reddit' oneris reddit' ſiccos annuitates ac feod' firm'  
feod' militū cur' letas viſ. franc' pleg' ac omnia que ad  
viſ. francipleg' pertinent, natiuos & vill' cum eorum  
ſequel' bona & catall' wauia bona & catall' felon' & fu-  
gitiuo-

gitiuorum vtiag<sup>orum</sup> atub<sup>orum</sup> & in exegendis po-  
lit elchaet ret extrahit libertates Franchel. in iuris-  
dictiones priuilegia & omnia alia proficua commo-  
ditates possessiones & hereditamenta mea quicunque  
cum eorum pertinentijs vniuersis scituat iacent & ex-  
istent in villa campis parochia seu Hamlet de R. parua  
in dicto comitatu Or. ac etiam reuersiones & redit  
omnium & singulorum premissorum & cuiuslibet inde  
parcell ac omnes & singulos bosc & subbosc & ar-  
bores quascunque super eisdem crescent siue existant.  
(15) Adeo plene libere & integre ac in tam amplis  
modo & forma ac cum omnibus eisdem & similibus  
di & consimilibus libertatibus priuilegijs iurisdic-  
tionibus Franchesijs iuribus proficuis & commoditati-  
bus quibuscunque prout dictus Rex nunc Hen<sup>ricus</sup> 8. dei  
gratia &c. per literas suas patentes sub magno sigil-  
lo suo Angliæ confectas gerentes datum apud West-  
monaster<sup>ium</sup> decimo octauo die Iulij anno Regni sui tri-  
cesimo quinto mihi prefat<sup>us</sup> E. N. ac heredibus & as-  
signat<sup>is</sup> meis iamdudum inter alia dedit & concessit  
& adeo plene libere & integre & in tam amplis mo-  
do & forma prout premissa aut aliquam inde par-  
cell modo habeo seu habere debeo ratione vigore &  
virtute dictarum literarum patentium inde mihi vt  
prefertur confect<sup>us</sup> aut aliter quocunque modo. (C)  
Habendum tenendum & gaudendum predict<sup>us</sup> maner<sup>ium</sup>  
de R. & predicta mesuag<sup>ia</sup> terras, tenementa, prata,  
pascua, pasturas, redit, reuersiones, seruicia, aduoca-  
tiones &c. ac cetera omnia premissa superius expres-  
sa & specificat cum eorum pertinentijs vniuersis pre-  
fato I. W. ac heredibus & assign<sup>is</sup> suis imperpetuum  
ad solum & proprium opus & usum ipsius I. W. he-  
redum & assignatorum suorum imperpetuum. (16)  
Reddendo inde annuatim dicto domino Regi, he-  
redibus & successoribus suis 10. li. bone & legalis mo-  
nete Angliæ ad dicta cum Augmentatione reuene<sup>re</sup> corone  
Regiæ



Regis ad festum sancti Michaelis singulis annis sol-  
uend pro omnibus alijs seruicijs feodis & demandis qui-  
buscunque eidem domino regi heredibus vel successoribus  
suis quouismodo reddend', soluend' vel faciendis  
Tenend' &c. In cuius rei &c.

Sect 167.

§ Livery of Seisin.

(A) **A**lbeit deeds of feoffment thus made be sealed and  
delivered by the feoffor into the feoffee and openly  
read: yet the things in such Charters contained pass not  
without livery of possession and seisin. Littleton sect 56  
& 60. For no feoffment can be made without livery of  
seisin: It is made therefore I should shew what livery of  
seisin is, to what end it was invented, and how it ought to  
be made. It is termed in latin, traditio possessionis, in-  
uestitura, vulgo deliberatio seisinæ, which is nothing els  
but datio possessionis, for tradere non significat rei pro-  
prietatem dare, sed rem ipsam accipienti pertrigere eius-  
ue possessionem ad illius transferre. (B) Wherefore  
we may well define livery of seisin to be a ceremony in our  
law, used in the conveying of lands or tenements, or other  
things corporeall (for of things incorporeall no livery of sei-  
sin may be) by feoffment from one man to another in fee  
simple, for tail, or for the terme of life, as an argument or  
token of the willingness of the feoffor to depart with, and of  
the feoffee to receive the thing wherof the feoffment is  
made. (C) Which was ordeined at the first, that the  
common people might thereby haue notice of thallegation  
of such estates, & so better know in whom the right there  
of remained, for their commo quiet and repose. Parkins  
209. 210. Bracton lib. 2. ca. 18. sect 1. 2. (D) The usual  
manner of delivery of seisin of houses, lands or tenements  
is, that the feoffor and feoffee if they be present: or in their  
absence, their procurators or Attorneys (having sufficient  
warrants of attorney in writing) do come to the house or  
place wherof seisin is to be delivered, And there in the  
presence

presence of sundry good witnesses openly read or cause to be read the deeds of feoffment and letter of Attourney throt, or to declare the verie effect thereof befoze them in English: Which being so done, the feoffor or his attorney must take a clotte of the earth, or a bough, or a twyg of a tree thereupon growing, or the ring or halpe of the doze of the house, and deliuer the same with the said deed vnto the feoffee or his attorney, saying: I deliuer these vnto you in name of possession and seisin of all the lands and tenements conteyned in this deed, to haue and to hold according to the forme and effect of the same deed. (E) If the feoffment be without deed (as it may well be) then at the time of the deliuerie of seisin must be expessed the verie estate which the feoffee must haue thereby. (F) In deliuerie of seisin al persons hauing any lawfull possession or seisin in the thing of which seisin is to be deliuered, ought either to ioine together in the making of the Luerie of seisin, or to be remoued thence: as leases for yeres, or for life: For euerylinery ought to bring an immediate possession vnto the feoffee. Littleton Sect. 61. & 418. (G) Also if the feoffment be of diuerse parcels of lands lying in severall Townes in one Countie, Luerie of seisin in any part thereof sufficeth for all, if they be then in the feoffors possession and out of lease: But if they be in diuerse Countries, or in lease, or out of his possession, It is conuenient that he enter into euery parcel thereof and make luerie of seisin in euery severall parcel thereof, for he can geue no possession vnto his feoffee if he haue it not in himselfe at the verie instant of the deliuerie of seisin made. Littlet. ca. 18. Sect. 1. And Bracton saith, Non iacebit seisin aliquo tempore medio vacua. (H) By luerie of seisin the feoffor transferreth vnto the feoffee all that he hath in the thinges whereof the luerie is made, according to the state thereupon limited. (I) If two severall deedes of feoffment be made to two severall persons of one selfe thing, it passeth vnto him vnto whom seisin is first deliuered, according to the Writte.

Rem domino vel non domino vendente duobus

In iure est potior, traditione prior.

(K) Where the gift or graunt is of landes or tenements in lease, they commonly passe by atturment of the particular tenants thereof, and not by luerie of seisin. And the like order is to passe things which cannot passe but by graunt in wryting, as seruices, reuerfions, remainders, rents, commons &c. of which it shalbe intreated of in the Chapter of Graunts. Littlet. 283. (L) Also by euerie Luerie of seisin passeth an estate of freehold at the least.

¶ The maner of indorsing or entring of Luerie vpon deedes of feoffment by the feoffor to the feoffee in their owne persons thus.

(M) ¶ Memorand' quod x. die Martij anno &c. plena & pacifica possessio & seifina de manerio & ten'tis infra specificat cum pertiñ, data & delibera't fuit p infranominat A.B. infranominat C. D. in proprijs psonis suis, secundum vim, formam, tenorem & effectū cartæ infra scripte in præsentia eorū quorū nomina subscripta sunt, & multorum aliorum. videlicet. A.B. C.D.E. F. & aliorū : *Subscribing the names of the wytnesses present there at.*

¶ Or by their Atturteis.

(N) ¶ Memorand' quod x. die Maij anno &c. xxij. Elizab. Reg. &c. plena & pacifica possessio & seifina de tenementis infra scripte cum ptiñ &c. data & delibera't fuit p E.F. & E.H. Attornat infranominat A.B. cuidā G.H. Attornat infranominat C.D. virtute sepe'al literarū attornat eis inde confectar', iuxta vim, formā, tenorem & effectū cartæ infra spec' & literarū attornū præd' *vi supra.* *Or thus.* Per infranominat E.F. attornū præd' A.B. iuxta &c. *vi supra.* *Or to the like effect in Latin or English.*

¶ letters of Attorney to giue & receiue seisin shalbe spoken in their place.

Sect. 168. ¶ *A gift in general taile Tripartite, with remainders ouer.*

(A) Sciant presentes & futuri, quod ego A. B. de Oxon dedit, concessi, & hac presentis charta mea tripartita indentata confirmaui C. B. filio meo totum illud tenentium meum, unam cum horto seu gardino adiacentem, & suis partem que habeo in tali vico, nempe in pochia diuæ Mariæ in O. &c. (13) Habendum & tenendum presentium tenentium cum horto seu gardino suisque; partem presentium C. B. & heredem de corpore suo legitime procreatum. Et pro defectu heredis de corpore dicti C. legitimum procreatum, volo quod presentium tenentium cum gardino suisque; pertineat D. B. filio meo natu minori integre remaneat: Habendum & tenendum illi, & heredi de corpore suo legitime procreato, de capitalibus dominis feodi. Et pro defectu heredis de corpore ipsius D. legitime procreatum, volo quod presentium tenentium cum gardino seu horto suisque; pertineat integre remaneat heredi legitimum presentium C. B. in perpetuum. (14) Et ego vero pronominatus A. B. & heredi mei presentium tenentium cum gardino & suis partem presentium C. B. heredibusque; de corpore suo legitimum procreatum in forma premissa contra omnes gentes warrantizabimur, & in perpetuum defendemus. In cuius rei testimonium duabus quidem partibus huius chartæ meæ tripartite indentate penes prefatum C. & D. remanentibus sigillum meum apposui: tertiæ vero parti eiusdem chartæ penes me prefatum A. B. remanenti predicti C. & D. sigilla sua apposuerunt. His testibus &c.

Eodem modo de chartis quadripartitis, quinquepartitis, & similibus dicendum est.

Sect. 169. ¶ *A gift in the speciall taile.*

(A) Omnibus &c. dedisse &c. & concessisse ac tenore presentium dare & concedere A. B. totam domum &c. Habendum tenendum & gaudendum dictam domum &c. prefatum A. I. & heredem masculis de corpore ipsius A. in eundem A. & dominam Eli. uxorem eiusdem A. legitimum procreatum & procreandis. Tenendum &c.

Sect. 170. ¶ *An other forme of especiall taile.*

(A) Pateat presentibus & futuris, quod ego A. B. dedi & concessi, ac per presentes do & concedo clarissimo



fimo mihi in Christo Henrico D. & A. vxori eius, maner illud meum &c. Habend', tenend' & fruend' præd' maner' &c. præf. H. D. & A. vxori suæ, ac hæred' masculis de corporibus eorum inter eos legitimè procreatis &c.

Sect. 170. ¶ *The forme of a gift in Frankmarriage.*

(A) SCiant tam præsentēs quam futuri, me M. H. de W. dedisse, & concessisse, ac præsentī charta mea confirmasse I. A. filio meo & Marg. vxori eius filia veræ T. N. in liberum maritagium vnum mesuag' qd' habeo &c. Habed' & tenend' præd' &c. p. I. & M. vxor suæ, et hæred' de eorum corporibus legitimè procreatis de me & hæred' meis in perpetuum. (B) Et ego vero prænominatus W. H. & hæredes mei præd' mesuag. &c. præfāt I. & M. vxori suæ & hæred' de eorundem corporibus legitimè procreat', contra omnes gentes warrantizabimus, ac aduersus capital' dominos cæterosq; vniuers. acquietabimus & defendemus in perpetuum. In cuius &c.

*Or thus.*

(C) Habend' &c. præfāt H. & hæred' quos procreabit de corpore M. vxoris suæ &c.

*Or thus.*

Habend' præfāt H. & M. vxori eius & hæred' de corpore prædicti H. legitimè procreat' &c.

*Or thus.*

(D) Habend' præfāt H. & M. vxori eius, & hæred' de corpore suo per prædict' H. legitimè procreandis &c.

Sect. 171.

¶ *Feoffements to Vses.*

(A) SCiant &c. quod ego I. B. in complemētum & performationem quarundam conuētionum, concessionum & agreamentorum specificat' & declarat' in quibusdam Indenturis gereñ dat' die dat' huius præsentis chart' indentat' fact' inter me præfātū I. B. ex vna parte, & W. P. & G. B. ex altera parte, Concessi, feoffaui, & hoc præsentī scripto meo indentat' confirmaui eisdē W. P. & G. B. hæredibus & assignat' suis, omnia illa mesuag. &c.

(B) Ha-

(15) Habend' & tenend' omnia & singula dict' mesuag' & pref. W.P. & G.B. hared' & assignat' suis, ad opus, vsus, intentiones, ac sub conditione in dicta Indentura specificat' & declarat', secundū formā, effectū & veram intentionē dict' Indent' de capitalib' dñis &c. (C) Et ego vero predictus I. B. & hared' mei, omnia & singul' dict' mesuag', terras & tenēta, ac cetera præmissa cū omnibus & singulis suis pertiñ pref. W.P. & G.B. hared' & assign' suis ad opus & vsū pd', tam contra me pref. I. B. hared' & assign' meos, quā contra hared' & assign' R.B. nuper de N. warrant' & imperpetuum defend' per præsentēs, In cuius rei testimoniū &c.

Sec. 171. *¶ A Feoffment until a certain summe*

*of money be paid.*

(A) Sciaut &c. quod ego I.V. in complementum vltimæ me volūtatis C. dimisi, tradidi, liberaui, & hac præsentī &c. H.T.I.T. & I. C. quandā parcelam terræ meæ arabilis cum ptiñ, continent' &c. Quam quidā pcellam terrę inter alia terras & tenēta ego præd' I. V. simul cum T.C. &c. iam defūcto nup coniunctim habuimus nobis, haredibus & assignatis nostris, ad vsū dicti T.C. haredū & assignat' suorum, & ad inde perimplendū vlt' voluntatē ipsius T. ex dimissione, liberatione, & chartę confirmatione I. H. filiz & hared' I.S. (15) Habend' & tenend' predictā peciam terræ cum pertinentijs pref. H.T.I.T. & I.C. haredibus & assignat' suis in perpetuū, de capitalibus dominis &c. ad vsū eorundem H.T.I.T. & I.C. hared' & assign' suorum, (C) donec & quousq; idē H. I. & I. hared' & assignati sui de exit', reddit', reuentionib' & proficuis provenientibus de præd' pcella tre cū pertineñ fideliter & plenariē content' fuerint & satisfaci de summa marcarū legal' monetæ Angl' ultra omnia onera et reperi, ea intentione ad dictā summā iuxta voluntatē supradicti T.C. disponendā. Et postquam dictis decē marce sic plenariē persoluit fuerint, qd' tunc dicti H.T.I.T. & I.C. hared' & assignat' sui sint & existant feoffati de & in

prædicta parcella terræ cum pertinentijs, ad vsum Alicie nup uxoris dicti T. C. durante vita ipsius Alicie, & post eiusdem Alicie decessum, ac postquam prædictæ decem marces sic plenarie persolui fuerint ut præfertur, tunc ad vsum W. C. filij prædicti T. C. ac hered' & assignatorum suorum in perpetuum. In cuius rei testimonium &c.

*Sect. 171. If a Feoffment to the feoffors use, if he save his services barmelesse.*

(A) Sciant &c. quod ego R. C. pro quibusdam causis &c. dedi, cōcessi, liberaui, feoffavi, et hac præsentī carta mea indentata confirmavi L. W. de N. Sadler, totū illud &c. Quod quidem mesuagiū & tenementum cum cæteris præmissis, ego prædictus R. C. ad solum opus & vsum mei ipsius R. & hered' meorum nup habui ex dono, concessione, et chart' confirmatione R. L. de N. generosi & A. uxoris eius, prout per quandam cartam nuper inde mihi confectam, cuius dat' est octavo die Octob. Anno regni domine Elizab. Regine nunc xxxij. plenius liquet & apparet. (B) Habend' & tenend' prædict' &c. prænominat' W. hered' &c. de capitalibus dominis feodi illius, per servitia inde debita & de iure consuevit per præsentēs. (C) Prouiso semper quod si ego prædict' R. C. hæredes, execut', vel assigni mei exonerauerim' vel indempnos cōseruauerimus, aut exonerari, vel indemph cōseruari faciamus prædict' L. W. hered', execut' et administrat' suos, et eorum quolibet, erga C. C. execut' et administrat' suos, et alios quoscūq;, de, et p septē septuaginta scriptis obligat' & eorum quolibet gerent' dat' x. die &c. Anno &c. In quibus prædict' L. W. ad instantiā mei prædict' R. C. simul cum me eodē R. ac p debj' mei ipsius R. coniunctim et diuim tenentur et obligantur prædict' C. C. et eorum quolibet in summa v. li. in doli cū conditione p p solutione ipsius in indorsationē cuiuslibet eorūdem scriptorū obligat' specificat', ad festum &c. annuatim solued'. A etiam erga R. &c.

& execut & administratores suos & alios quoscunq;  
de & pro quodam scripto obligat generalitatem xxvj die  
Octobris Anno xxxij. predicti. In quo predictus L. W.  
instantiam mei predicti R. C. simul cum me eodem R.  
tenetur & obligatur pref. I. R. in summa x. li. indors. cum  
conditione pro indemnitate ipsius L. execut & admi-  
nistratores suorum erga quendam E. B. execut & ad-  
ministrat suos, de & pro quodam scripto obligat. In quo  
idem I. ad instantiam mei predicti R. C. simul cum me  
eodem R. tenetur & obligatur prefat C. B. in viij. li. in-  
dorsat cum conditione pro solutione iij. li. ad duo sepe-  
ralia festa soluendi. Ac de, et pro omnibus & singulis  
pecuniarum summis in supradictis scriptis obligat et  
eorum quolibet specificat: quod tunc & semper postea  
tam hac prefens charta indentata quam seifina & sta-  
tus, de et in premissis habit et cap, tantum erunt ad  
solum opus et vsum mei predicti R. C. hered, execu-  
tor et administrator meorum in perpetuum, aliquo su-  
perius memorato non obstante. (D) Et si contingat  
me prefatum R. C. heredes, executores & administra-  
tores meos, non exonerare vel indemnes conservare  
nec exonerari vel indemnes conservari facere, pre-  
dictum L. W. heredes, executores et administratores  
suos et eorum quemlibet erga predictum C. C. et I. R.  
et eorum quemlibet, ac erga executor et administrator  
eorum cuiuslibet, et alios quoscunque, de et pro omni-  
bus et singulis supradictis scriptis obligatorijs et eo-  
rum quolibet, Ac de et pro omnibus pecuniarum  
summis in eisdem scriptis obligat et eorum quolibet  
specificat: Quod tunc & semper postea hac tam prefens  
charta quam seifina et status, de & in premissis pre-  
dictis habita & capta, firma sint et stabilia tantum-  
modo ad opus et vsum predicti L. W. heredum & as-  
sigat orum suorum in perpetuum. In cuius rei testimo-  
nium &c.

M iij. p. 172. Sec.



Sect. 173. *A Feoffment to the use of the vendor, if he survive his executrix harnesse, and if not, to the vendres use.*

(A) **S** Ciant &c. quod ego E. M. in complementum & performance[m] cuiusdam bargainie & venditionis per me quibusda[m] R. B. &c. et E. vxori eius nuper fact, necnon ad instantiam et specialem requisitione[m] ipsoru[m] R. B. & E. vendidi, dedi, concessi, liberaui, feoffaui, et hac presenti carta mea indentata confirmata[m] prefato R. B. et E. vxori eius, I. R. et C. S. totum illud &c. que ego predictus E. nuper habui mihi, hared, et assign meis, ad solum opus et vsum mei ipsius E. M. hared' et assignatoru[m] meorum, ex dono, concessione, et carte confirmatione T. M. et A. N. prout per quandam cartam &c. (B) **H**abend' & tenend' pred' &c. pref. R. B. & E. vxori eius, hared' & assignatis suis ad opus & vsum, ac sub conditione sequente, viz. quod si predicti R. B. et E. vxor eius, hared' vel execut sui exonerauerint aut indemnes conseruaerint vel exonerari, vel indemnes cōseruari fecerint, vel vnus eorum exonerauerit, aut indemnes cōseruaerit, vel exonerari aut indemnes conseruari fecerit I. R. C. S. & E. B. hared', execut et administra suos, et eorum quolibet, erga me pf. E. M. execut et administ' meos, et alios quoscunq; de, et pro se peralib' script obligat goren dat die dat huius p'sentis cart, In quibus predicti R. B. I. R. C. S. et E. B. coniunctim et diuissim tenetur et obligantur mihi p'nominato E. M. pro debito antedicti R. B. ac pro pquisitione p'missi. in quolibet eoru[m] scriptoru[m] obligator' in suma xl. marc' indorsat cu[m] conditione p' solutione &c. legal' &c. ad festum &c. annuatim soluend', put p'script p'dict' manifestius declaratur, ac de, et pro oibus pecuniaru[m] summis in supradict script obligat et eorum quolibet specificat, qd' tunc pred' R. B. et E. vxor eius, I. R. C. S. et E. B. et haredes sui, erunt seisit de, et in dicto mesuagio cum edificijs, gardijs, et omnibus pertinentibus suis, ad solum opus et vsum predictorum R. B. et E. vxoris eius, et heredu[m] suoru[m], et tunc p'fens charta mea indent

indent & seisin de, et in præmissis cum suis pertinentiis liberat & capto, firmæ sint et stabiles ad solû opus & vsum prædicti R. B. & E. vxoris eius hered' & assignatorum suorum in perpetuum per presentes &c. (C) Et si contingat præd' R. B. & E. vxorem eius, hered', execut' & assignatos suos minimè exonerare aut indemnes conseruare, nec exonerari, aut indemnes conseruari facere prædicti I. R. C. S. & E. B. hered', execut' & administratores suos, & eorum quemlibet, erga me præfat' E. M. execut' & administratores meos, & alios quoscunque de & pro prædictis scriptis obligat', & eorum quolibet, ac de & pro omnibus dictis pecuniarum summis in eisdem scriptis obligat', & eorum quolibet specificat', quod tunc prædicti R. B. & E. vx. eius I. R. C. S. & heredes sui erunt seisi de & in prædict' &c. tantum ad solû opus, & vsum talium vel huiusmod' eorum I. R. C. S. & E. B. hered' & assignat' suorum qui, vel quorum hered', execut' vel administ' pro prædict' script' obligat', aut eorum aliquo vexari, molestari, aut indemn' non conseruari contingent. (D) Et ego prædictus E. M. & heredes mei prædict' &c. præfat' R. B. & E. vxor eius I. R. C. S. & E. B. hered' & assignatos suos, ad vsum prædictum, contra me & heredes meos warrantizabimus & imperpetuum defendemus per presentes. In cuius rei testimonium, vtrique parti harum chartarum indent ego prædictus E. M. sigillum meum apposui. Dat' &c.

Sect 175. A scedule expressing the vses of a feoffement.

His Indenture made, sc. betwene: J. B. and C. (A) T. B. on the one partie, and W. P. J. C. and E. G. on thother partie. Witnesseth that whereas the sayd J. B. and C. B. by their dede of feoffement indented into this present scedule indented annexed, have infeoffed the sayd W. P. J. C. and E. G. of, and in the parcie of &c. that the intent of the sayd dede, and the livery & seisin made upon the same is, that the sayd W. P. J. C. and E. G. and every

every of them and their heires and the survivors of them and his heires shall stand and be satisfied, within the sayd Spanes &c. mentioned in the sayd deed of feoffment to the use of them, and of their heires, to the intents, and upon the condition hereafter in this statute expressed. What is to say, that the sayd L. P. J. C. and C. G. and the survivors of them and his heires, shall at all times hereafter from time to time during the life of the sayd J. H. within four moneths after request to them or any of them made by the sayd J. H. his executors or assignes shall make all such leases and demises, assurances, feoffments, estates, conveyances, giftes and graunts of annuities for terme of life or lives, or for terme of years and at will, and in fee simple or in tails with remainder of, in, or out of all the sayd landes, tenementes and other the sayd premisses, and every parcell thereof to such person or persons as the sayd J. H. shall at any time during his life nominate and appoint the same assurance, feoffmentes, estates, conveyances, demises, leases and grautes thereof to be made at the costes and charges of the sayd J. H. (B) And also upon condition that the sayd L. P. J. C. and C. G. & the survivors of them and his heires shall further make such assurances, conveyances, feoffmentes, estates, giftes in tails with remainders over, or any other estates, conveyances or assurances in law, of, or in the sayd Spanes, landes and tenementes and of every part thereof, To such person and persons and their heires, or to the heires of their bodies lawfully begotten for terme of life or lives, or otherwise to whom the sayd J. H. also by his last will and testament in writing shall nominate, assigne and appoint the same estates, assurances or conveyances to be made according to the true meaning of the sayd last will and testament of the sayd J. H. (C) And the sayd L. P. J. C. and C. G. covenanten &c. That they the sayd L. P. J. C. and C. G. at the costes and charges of the sayd J. H.

Y. H. his heirs, executors and assignes, as at the costs and charges of such persons to whom the same estate of the premises shall be by the same Y. H. appointed to be made, shall execute and make all such estates, conveyances and assurances of, and in the premises, or any part thereof to the same, & such persons to whom the sayd estates shall so be assigned and appointed by the sayd Y. H. by his last will and testament, or otherwise. And if the sayd W. J. C. and C. G. shall refuse to execute and make such estates and assurances of, and in the premises to such persons to whom the sayd Y. H. shall assigne and appoynt the sayd estates to be made of, and in the sayd Manor, landes, tenements and every part thereof, in maner and forme aforesayd: Then the sayd W. J. C. and C. G. covenant ec. That they the sayd W. J. C. and C. G. shall after such refusal stand and be seised of, and in the sayd manors ec. to the use of such persons, their heirs, or the heirs of their bodies lawfully begotten, for terme of lyfe or lyues, or yeres in taylor or in fee according to the estates to whom the sayd Y. H. in his lyfe time or otherwise shall by his last will give, appoynt, or assigne the sayd Manor, landes ec. before mentioned and rehearsed in these presentes. It witnesseth whereof &c. Given the day and yere first above written.

¶ Vses.

Se& 176. A covenant limiting the uses to the mortgagee paying certaine money and charges of assurances untill hee practise to alien or incumber the lands: and then to the mortgagee.

(A) PROVIDED always, and it is nevertheless

coue.



comananted, concluded, condiscended and agreed, by and betwixt the said parties to these presents. And the said J. B. ec. doth covenant and grant ec. that if the said R. G. or his said heires at any time within the space of ten yeres next insuing the date hereof, do pay or cause to be payd unto the sayd J. B. his heires, executors or assignes, at one whole and entier payment, as well the said summe of thirtie pounds by him already disbursed as aforesayd, for the said purchase of the reuerſion of the premisses, in maner and forme aforesayd, as also all and every other such summe and summes of money as the sayd J. hath already disbursed and payed or shall hereafter be charged with touching and concerning any wryting, assurance and conueyance of or concerning the said tenements and premisses or any part thereof made, or to be had and made within ten dayes after that a reasonable bill thereof shalbe shewed and deliuered to the sayd R. G. or his heires by the said J. his heires executors or assignes: That then and from thenceforth immediatly after and vpon all the summes aforesayd satisfied and payed to the sayd J. his heires, executors and assignes in maner and forme aforesayd, the sayd J. B. his heires and assignes of the sayd reuerſion of the sayd tenementes and premisses with the appurtenances shall stand and bee seyled during the lyfe of the said J. A. and W. and of the longest liuer of them. And after their deceases, of all the sayd premisses in demesne and possession to the vse of the sayd R. G. and his heires untill such time as the sayd R. G. or his sayd heires shall aduisedly, determinatly and consideratly go about to mortgage, alien, bargaine, sell or otherwise let to do, or put away the sayd tenementes and premisses, or any parcell thereof in possession or reuerſion without the speciall consent and agreement in wryting of the sayde J. B. or his heires in that behalfe first had and obtayned: or shall as is aboue mentioned, go about to charge, trouble or in any wise incumber the said tenements and premisses

ses oꝝ any parcell thereof, without the like consent & ly-  
cence. (C) And shall foꝝ the comeyance oꝝ assurance oꝝ  
any such moꝝgage bargain, sale, charge oꝝ incumbrance,  
go about to do, practise oꝝ put in bꝛe, oꝝ willingly suffer to  
be gone about, had, done, practised oꝝ put in bꝛe any open oꝝ  
secrete effectuall act, matter oꝝ thing foꝝ any such comey-  
ance, assurance, charge oꝝ incumbrance to be had oꝝ made.  
And from and immediatly after any such matter, act oꝝ  
thing so as aforesaid, had, done, practised oꝝ put in bꝛe, oꝝ suf-  
fered to be had, practised oꝝ put in bꝛe by the said K. G. oꝝ  
his heires wherby the said K. oꝝ his said heires shall go a-  
bout to grant, alien, moꝝgage, bargain, sell, charge oꝝ in-  
cumber the said pꝛemisses oꝝ any part thereof. Then and  
from thencefoꝝth aswel this pꝛesent assurance and comey-  
ance as also the said fine and all other assurance and comey-  
ance made and to be made of the pꝛemisses & of euery part  
and parcell thereof shalbe &c. And the said K. G. & his sayd  
heires, and all and euery other person and persons, hauing  
oꝝ lawfully claiming estate, right, title, in, oꝝ to the sayd  
pꝛemisses oꝝ any part thereof, by, from, oꝝ vnder the sayd  
K. oꝝ his said heires shal stand and be seized of the said pꝛe-  
misses and euery parcell thereof, to the vse of the said J. B.  
his heires and assignes according to the purport, effect and  
true intent and meaning of these pꝛesent Indentures abso-  
lutely without any further moꝝgage oꝝ condition.

Se<sup>c</sup> 177. ¶ An Indenture tripartite of landes and  
tenements to Vses.

(A) T His Indenture tripartite made &c. betwē W. T.  
on the first party, A. B. C. D. & E. F. on the second  
partie, and J. G. H. I. and L. M. on the third partie, Wit-  
nesseeth that the said W. T. foꝝ the special trust & confidence  
that he hath in the said A. B. C. D. E. F. G. H. I. & L. M.  
&c. and foꝝ diuers other god and reasonable causes and con-  
siderations moving him hath giuen &c. vnto the said A. B.  
C. D. E. F. G. H. &c. all those his lands, tenements &c. To  
haue and to hold &c. to thonly vse and proper behoofes of the  
the

the said A.B.C.D.&c. during the naturall life of the sayd  
 T.T. and for and during the terme of twelue yerres next  
 and immediatly following, after the naturall life of the said  
 T.T. and after the death of the said T.T. and after  
 the said terme of yerres ended and determined, then to haue  
 and to hold the said lands and tenements, and other the pre-  
 mises to the said A.B.C.D.&c. their heires and assignes,  
 to the vse of them and their heires. (B) And vpon condi-  
 tion that the said G.H.I. and L. &c. and their heires or the  
 suruiuoꝝ or suruiuoꝝs of them and his and their heires, shall  
 befoze the naturall death of the sayd T.T. or within seven  
 yerres next after the naturall death of the said T.T. alpen,  
 bargaine and sell the premises with thappurtenances, or  
 so much thereof as by the said T.T. at any time during the  
 naturall life of the sayd T.T. shalbe limited or appointed  
 by him by wꝛiting or otherwise, and after the bargaine,  
 sale or alienation so had and made, the desire of the said T.  
 T. is, that the said A.B.C.D.&c. for the speciall trust and  
 confideꝛe that the said T.T. doth put in them, shal within  
 fixe monethes next after bargaine and sale or alienation  
 purchase or cause to be purchased other landes, tenements  
 and hereditamēts of asmuch clere yerely value, as the pre-  
 mises that shall be so bargained or sold by them or any  
 of them shall amount vnto: and that the suruiuoꝝ or sur-  
 uiuoꝝs of them shall within the sayd fixe monethes cause  
 the said lands so purchased to be by good assurance and con-  
 ueyance in the law assured and made sure to the heires of  
 the sayd T.T. in fee simple discharged of all charges and  
 incumbrances by them or by any of them to bee had,  
 made, done or suffered. (C) Prouided alwayes that  
 for default of such bargaine, sale or alienation of the pre-  
 mises by these presentes geuen or graunted, bargayned  
 or sold, from and after the naturall death of the sayd T.T.  
 and from and after the end and terme of twelue yerres next  
 after the death of the sayd T.T. the sayd A.B.C.D.  
 &c. and all and euery other person and persons that shall  
 be

be leyed of, and in the premisses shall stand and be leyed to the onely use and behoofe of the right heires of the sayd **E. E.** of and in so much of the premisses by these presentes given and granted thereof, and of every part thereof no bargayne, sale or alpenation shall be hereafter by the sayd **A. B. C. D.** &c. so made, as is aforesayd, and that also then and from thenceforth, it shall be lawfull for the right heires of the sayd **E. E.** to reënter into so much of the premisses, to whereof no bargaine, sale, or alpenation shall bee hereafter by the sayd **A. B. C. D.** &c. so made as is aforesayd. (D) And the sayd **G. H. I.** and **L.** do covenant and graunt &c. that they and every of them shall permit and suffer the sayd **A. B. C. D.** &c. and every of them and their assignes quietly to receive and take the issues and profits, of all and singuler the said premisses with the appurtenances during the naturall life of the sayd **E. E.** and during the sayd terme of twelve yerres without interruption or disturbance of the sayd **G. H. I.** and **L.** or any of them, or any other person or persons by the meanes or procurement of any of them to bee employed or bestowed to such uses and intents as the sayd **E. E.** hath and shall assigne, lymitte and appoint. (E) And the sayd **G. H. I.** and **L.** for them their heires and assignes do covenant and graunt, to and with the sayd **E. E.** and to and with the sayd **A. B.** and **C.** and to and with the sayd **D. E.** and **F.** and every of them, that if it shall fortune the sayd **A. B.** and **C.** to decease during the naturall life of the sayd **E. E.** that then the sayde **E. F. G. H. I.** and **L.** and their assignes, shall permit and peaceably permit and suffer the sayde **D. E.** and **F.** and every of them, and their assignes to have, take and receive all and singuler the issues, rents, revenues, and profits of all and singuler the premisses, and every part & patrell thereof for and during &c. without any let or impediment to be had, made, done or

procu-



procured by the said C. H. J. & L. or any of them or by any other person or persons by the meanes or procurement of any of them to be imployed or bestowed to such uses and intents as the said W. T. hath or shall limit, assigne, declare or appoint: be it by word or by writing, and the said W. T. for him his heires &c. to and with the said A. B. and C. and their heires and all and every other person or persons now being seised of, and in the premisses by these presents bargained and sold, or of, or in any part or parcel thereof, shall from henceforth stand, remaine and be seised thereof, and of every part thereof to the uses, intents, behooves and conditions in these presents before expressed, mentioned or declared. In witness &c.

Self 178. ¶ A Conueiance to Vses.

(A) **T**His Indenture made &c. betwene K. S. on thone partie and T. R. R. R. and W. T. on thother party. Witnesseth that the said K. S. as well for the naturall loue, zeale and affection that he beareth vnto C. S. his sonne and heire apparant, and other the issues male of his body lawfully to be begotten and their issues male and others of the blood and name of S. and for that he is very desirous and fully minded, resolved and determined, that all and singular his manors, landes, tenementes, tithes, rentes, reuerfions, seruices and hereditaments with thappurtenances in these presents expressed, mentioned and conteyned, should and might for ever hereafter, if it shall so please almighty God, come, descend, continue, remaine and be vnto the said C. S. & vnto such issues male, as shalbe begotten of his body and their issues male, and vnto such other persons, and such of the blood and name of S. as hereafter in these present Indentures are named or intended or meant according to the true intents and meaning of these presents, and under the conditions, covenants and agreements, limitations, provisions, contingencies and true meaning of these presents, and in maner & forme hereafter in these presents expressed, limited and declared, and in such maner & forme,  
and

and so long onely as in and by these presents is limited, intended, implied or meant. And so that none estate, title, use, or interest hereafter in these presents limited or appointed, should in any wise be altered, discontinued and frustrated, prohibited, barred or disappointed, contrarie to the true meaning hereof. (B) The said R. S. doth covenant &c. to make a sufficient feoffment unto the said W. R. R. R. and W. R. of all and singular those his manors, Lordships or Colonies &c. (C) To have and to hold all the said manors, Lordships, Colonies &c. to the said W. R. R. R. and W. R. their heires and assignes for ever, in manner & forme and to the uses, intents and purposes hereafter in these presents limited, appointed, intended and meant, and under and according to the conditions, covenants, contingencies, provisions, limitations, true intent and meaning in these presents expressed, and to or for no other use, intent or purpose: That is to say, to thowp use and behoof of the said R. S. Capte, for and during his naturall life, without impeachment of any manner of waste, and after his decease to thowp use & behoof of the said R. S. and of thowp males of his bodie lawfully begotten. And for default of such issue male of the bodie of the said R. S. lawfully begotten, then to thowp use and behoof of the second issue male of the bodie of the said R. S. lawfully begotten and to be begotten. And if it happen the said second issue male of the bodie of the said R. S. lawfully begotten or to be begotten to dye without issue male of his bodie lawfully begotten, then to thowp proper use and behoof of the third issue male of the bodie of the said R. S. lawfully begotten and to be begotten, and of thowp males of his bodie lawfully begotten and to be begotten, and so from issue male to issue male of the bodie of the said R. S. lawfully begotten, so long as there shalbe any such issue male of the bodie of the said R. S. lawfully begotten alive. And for default of such issue male of the bodie of the said R. S. lawfully begotten and to be begotten, then to thowp of R. S. of op. gent, and of the heires males

of his bodie lawfully begotten & to be begotten, And for default of such issue male of the bodie of y<sup>e</sup> said A. lawfully begotten & to be begotten, then to thonly vse of H. S. brother to the said A. & of theires males of his bodie lawfully begotten & to be begotten. And for default of such issue male of the bodie of the said H. lawfully begotten & to be begotten, then to the vse of the next heire male of R. S. graundfather of the said R. S. esquire, & to theires males of his body lawfully begotten, & for default of such issue male to thonly vse and behoofe of the right heires of the said C. for ever. (D) Provided alwaies & vpon condition, and it is the true intent & meaning of these present Indentures, and all the parties to the same, that if any issue male of the body of the said R. S. lawfully begotten or to be begotten, or any other issue male or other person or persons, named, intended, implied or meant to haue or take any estate of inheritance, by reason of the said feoffement so to be made, & of these present Indentures or of either of them, or of any limitation of any terme, estate, vse, or other thing in them or either of them contained at any time hereafter shall earnestly or willingly imagin, determin, purpose, consent, conclude, intend, practice or go about to giue, sell, alien, forfait, barre, alter, discontinue, lease or do away the said manors, meluages, lands, tenements and hereditaments, and other the premisses with thappurtenances, or any part or parcel therof, or his or their estate, title, vse, remainder or interest, of or in the same manors, meluages, lands, tenements & hereditamentes and premisses with thappurtenances, or any part or parcel therof, to any person or persons, by any way or meanes, otherwise then for any estate or estates for terme or termes, according to the covenants, conditions, promissions & true intent and meaning in these presents expressed, contained & intended: That then & thenceforth the estate, vse, interest & possibilitie of euery such person and persons, so earnestly and willingly imagining, determining, pur-

posing

posing, intending, concluding, practising, devising, or going about to give, sell, alien, forfeit, alter, discontinue, barre, lease, or do away the said manors, messuages, lands, tenements, hereditaments, & premises with thappurtenances or any part thereof, contrarie to the limitations, conditions, true intent and meaning of these present Indentures, of, in, and for such and so much onelic of the said manors, messuages, lands, tenements, hereditaments and premises with thappurtenances, as he or they shall fortune so, as is aforesaid, earnestly and willingly to imagine, purpose, conclude, intend, consent, practise, devise, or go about to give, graunt, sel, alien, forfeit, alter, discontinue, barre, lease, or do away contrarie to the true intent and meaning of these presents, shall cease, determine and become utterly void to all intentes and purposes, as if such person and persons had never bine named, intended, implied or meant in these presents, and as if none vse, estate, interest or possibilitie, of and in the said manors, messuages, lands, tenements, hereditaments and premises with thappurtenances, or of any part thereof had ever bine limited, implied or meant unto such person or persons. And that then also and thenceforth the said W. R. R. R. & W. R. and their heires, and the heires of the survivor of them shall thenceforth stand and be seised of such and so much of the said manors, messuages, lands, tenements and premises, wherein the said estate and vse of such person or persons so, as is aforesaid, shal happen to cease and be determined to thuse of such person or persons to whom the vse of the same aboue in these presents is limited, intended, implied or meant to be next in remainder, if such person or persons should haue dyed without issue of hys or their bodies lawfully begotten, the remaynder thereof in forme aforesaid, to such other person or persons belonging, according to the conditions, promissions, limitations of vse, intent, & true meaning in these present Indentures expressed & specified: any covenant, limitation of vse, or other matter or thing aboue in these presents expressed

¶ If

to

*John Brown of London  
Esq. I am if I could be your  
and witness my hand & write*



to the contrarie hereof notwithstanding. (E) Provided also and vpon condition, and it is the true intent and meaning of these present Indentures, and of the parties to the same, That it shall and may be lawfull to and for the said R. S. during his natural lyle, to make or cause to be made any lease or leases of the said manors, messuages, lands, tenements and premisses, or any part thereof to any person or persons, for any terme or termes, estate or estates, not exceeding the terme of one hundred yeres from the day of the making thereof, reseruing vpon every such lease or leases the old accustomed yerely rent or more, to be due and payable during the continuance thereof by virtue of such lease or leases. And that the said R. S. and W. and their heires, and the heires of the survivors of every of them, shall stand and be seised of, & in such and so much of the said manors, messuages, landes, tenements and premisses, as so by the said R. S. shall happen to be leased, to the vse of such person and persons, to whom any such estate for the terme of yeres shalbe so made or granted by the said R. during the continuance of the same lease or leases, and after the end, determination or expiration of such lease or leases, to such vse and vles, as in and by these presents is limited, intended or meant. (F) And that it shall and may be lawfull to and for the said R. S. and every other person & persons, that the said R. S. shall thereunto name or appoint, during the naturall life of the said R. S. to sell, cut downe, take & carry away, & to bargain, sell, give & graunt al or any woods, underwoods, springs or trees, growing, or which during the natural life of the said R. S. shall grow vpon the said premisses, or in or vpon any part thereof with thappertenances to any person or persons. And that it shalbe lawfull for every such person & persons to whom any of the said woods, underwoods, trees or springs shal happen to be leased, given, aliened, bargained or sold, to sell, cut downe, take & carry away the same and every part thereof, according to the effect & true meaning of every such lease, contract & bargain thereof to be made:

made : any thing in these presents contained to the contrary thereof in any wise notwithstanding. (F) Provided also & upon condition, and it is the true intent & meaning of these present Indentures, and of all the parties to the same, that it shal & may be lawfull, to and for any and every such issue of the bodie of the said R. S. lawfully begotten & to be begotten, and to and for every other issue male or other person & persons, named, intended, implied or meant to have or take any estate of inheritance, in possession, reversion, remainder or in use, by reason of the said feoffment so to be made, & of these presents or of either of them, or of any limitation of any estate, promise, condition, use, or other thing in them, or either of them being thereof seised accordingly, to make or cause to be made any lease or leases, estate or estates of the said manors, messuages, lands, tenements and premisses, or of any part thereof to any person or persons for any terme or termes not exceeding xxi. yerres from the day of the making thereof : So alwaies that upon every such lease, terme or estate so to be made, the old accustomed perely rent or more be reserved & payable perely during the continuance of such lease or leases, terme or termes, estate or estates, without fraud or collusion. And that if any such lease or leases as is aforesaid, shall so happen to be made or graunted : that then the said T. R. R. R. and T. W. and the survivors of them & their heires shall stand & be seised of, & in such and so much of the said manors, messuages, lands, tenements & premisses as shall so happen to be leased, to the onely use & uses of every such person or persons, to whom any such lease or leases, terme or termes, estate or estates, shal happen to be made during the continuance thereof, according to the true intent & meaning of these presents, and of such lease & leases : & after the end & expiration or determination of every such lease & leases, to such use & uses, as in these presents is limited, intended, implied & meant. (G) Provided also & upon condition, & it is the true intent & meaning of these present Indentures, & of all the said parties to

the same: That it shal & may be lawfull for the said K. S. Esq. during his natural life, to nominate, appoint & giue authoritie to any person or persons to receiue the rents, issues, fines, incomes, commodities and profits of all the said manors, messuages, lands, tenements, hereditaments & premises with thappurtenances, & of euery or any of them to thuse of the said K. without rendering any accompt thereof therefore to any person or persons but only to the said K. S. (H) Prouided also & vpon condition, & it is the true intent & meaning of these present Indentures, & of all the said parties to the same, that it shal and may be lawfull to any issue male of the bodie of the said K. S. Esquire, lawfully begotten and to be begotten, & to euery other issue male or other person or persons, named, intended, implied or meant to haue or take any estate of inheritance by reason of the said feoffement so to be made, & of these present Indentures, or of either of them, which hereafter shal haue married any woman, to make any estate of any part of the said manors, messuages, lands, tenements, hereditaments & premises with thappurtenances for the terme of the life of such wife or wives for hir or their iointure or dower, reseruing no rent or other thing for so much of the said manors &c. and premises, whercupon any such estate or estates shal happen so to be made. And that the said T. K. K. K. and T. W. & their heires and the survivors of them & their heires, shal stand & be seised, of & in such & so much of the said manors, messuages &c. & premises with thappurtenances, whercupon any such estate or estates shal happen to be made in forme aforesaid, according to the true meaning of these presets, & of such estate so to be made to thuse of such wife or wives for y term of hir & their liues. (I) Prouided also & vpon further condition, & it is the true intent & meaning of these preset Indentures, & of al the said parties to y same, & of the said feoffement so to be made, y if the said T. K. K. K. & T. W. or some one of them, or the survivors of them or hys heires, or y said C. S. or his heires males, or some other person which shall

inbe-

inherit the said manors &c. or any of them, according to the limitation, true intent & meaning in these presents declared, do not well & truly pay or cause to be paid 10000. pounds of &c. in the south porch of the parish church of R. in the said county of W. to those of the said R. S. at, & in such feast day, as y<sup>e</sup> said R. S. by his writing sealed shal name or appoint, & to such person or persons as the said R. S. by his said writing sealed shal name or appoint to receive the same 10. thousand pounds of &c. What then & thenceforth these present Indentures & the said feoffment so to be made to be utterly void & of none effect in the law. And that then also & thenceforth it shal & may be lawfull to & for the said R. S. into al the said manors messuages &c. & premisses with thappurtenances to recenter & the same to haue againe & repossesse as in his former estate. And that then and thenceforth the said R. M. R. & W. & every of them, & the survivors of them & his heires shal stand & be seised of & in al the said manors, &c. with thappurtenances, to thonly ble & behoof of the said R. S. his heires & assignes for ever, & to & for none other ble, intent or purpose: any thing in these presents contained to the contrary therof in any wise notwithstanding. In witnes &c.

Sect. 178. ¶ An assurance to be made to a man for terme of his life; and after his decease to those of his children, and to be assured for payment of his debtes.

(A) **T**His Indenture made &c. betwene W. B. J. B. & W. M. on thone party, & R. S. on thother party, witnesseth that the said R. S. hath covenanted &c. that he the said R. S. before the natiuity of S. J. Baptist next ensuing the date hereof shal aswel in consideration y<sup>e</sup> al such manors &c. appointed for the iointure of Lady C. now wife of y<sup>e</sup> said R. S. shalbe acquitted & discharged of all rents & other charges resolute, going out of y<sup>e</sup> same lands &c. & for & in consideration of paymēt of the debtes of y<sup>e</sup> said R. S. or of the paymēt of the debtes & marriage of the daughters of y<sup>e</sup> said now R. S. make or cause to be made to the said W. B. J. B. and W. M. or to such other person or persons, as they or any two of the shal



for that purpose name or appoint a good, true, sufficient and lawful estate or estates in the lands in the Shire, of & in the Rectories and parsonages in ID. & the manors of A. & B. &c. (B) To have and to hold all & singular the above-said parsonages, Rectories, manors, lands &c. to the said W. B. J. B. & T. W. & their heirs, or to such other person or persons, as they or the survivors or survivors of them or their heirs shall name & appoint, & to their heirs to those of the said W. B. J. B. & T. W. for terme of y. yerres next ensuing &c. to thincet they with the rent, issues & profits of the same shal and will wel & truly contet & pay, during y. said terme al such rents, fees & annuities to all and every such person & persons as be expressed & mentioned in certain schedules indented to these present Indentures annexed. (C) And it is further covenanted &c. that if any money shal happen to remain unpaid in the hands of the said W. B. J. B. & T. W. their heirs &c. after the said yerely rents & annuities contented & paid, or of any other person or persons named in any of the said schedules to whom any fee, annual rent or annuity ought to be paid & fortune to die, so y. the rent, fee & annuities before payable unto him so dying be ertinguished, or if any of the said annuities, rents or fees be otherwise discharged or determined: What then y. said W. B. J. B. & T. W. their heirs &c. shal from time to time during y. said terme of y. yerres well & truly content & bestow the same money so remayning & growing by such discharge toward y. payment of such debts as are contained & expressed in one other schedule indented herunto annexed, & the said annuities & debtes discharged, shal well & truly percesue & take the money so remayning unpaid & growing in & upon y. premisses towards the marriages of M. A. & M. daughters of the said T. S. untill such time as they haue receiued, leuted & taken of the said rents, issues & profits 900. pounds of good &c. Prouided alwaies & it is further covenanted &c. that after y. said annuities, fees, debtes, & marriage money discharged & paid, y. said W. B. J. B. & T. W. & their heirs, & al & every other person &c. y. shalbe seized

leson of, & in the premises of any part thereof, that stand & be sold of, & in all & singular the premises to their appurtenances to thuse & default of the said **L. S.** during his life without impeachment of any waite. And that after & decease of the said **L. S.** they shal stand & be sold of as much thereof as shal amount to the peryl value of **xx. li. of sc.** to thuse of **W. S.** one of the yonger sonnes of the said **L. S.** for the terme of the life of the said **W. S.** & of and in so much thereof as shal amount to other **xx. li. of sc.** to thuse of **H. S.** one other of the yonger sonnes of the said **L. S.** for terme of the life of the said **H. S.** & of the residue thereof immediatly after the death of the said **L. S.** & of & in the premises appointed to thuse of the said **W. S.** & **H. S.** to thuse of **H. S.** sonne & heire apparant of the said **L. S.** & of the heires of his body lawfully begotten, & for default of such issue, to thuse of the said **W. S.** second sonne of the said **S.** and to the heires of his body lawfully begotten, & for default of such issue of the body of the said **W. S.** to thuse of the said **H. S.** & to theires of his body lawfully begotten, & for default of such issue, to the use of the right heires of the said **H. S.** & their heires for ever, And the said **L. S.** for certain considerations him especially moving, doth further covenant, grant for him &c. to make or cause to be made vnto & said **W. B. J. B. & L. W.** & their heires on this side or bfoze the feast of &c. next insuing the date hereof, a good, sure, sufficiēt & lawful estate or estates in fee simple, of, and in the said Manor of **W.** with thappurtenances, & of, & in al & singular &c. To have and to hold the said Manor &c. to thuse of the said **L. S.** &c. vt supra. In witnesse &c.

*scilicet*      ¶ A Feoffement to vses alterable by the  
feoffor &c.

(D) **T**His Indenture made &c. Witnesseth that the sayd **A. B.** for &c. hath given, granted &c. to & said **C. D.** and **E. F.** all those messuages, tenements &c. To have and to hold the said messuages or tenements, and al and singular the premises with thappurtenāces vnto the said **C. D.**  
and

and C. J. their heires and assignes for ever, to such uses, intents & purposes as hereafter in these presents are expressed, limited & declared & to and for none other use, intent or purpose: that is to say, to thuse of the said A. B. for and during the terme of threescore yerres next ensuing þ date heretofully to be complet & ended, if the said A. B. do so long live. And after that to thuse of J. now wife of the said A. B. for the terme of threescore yerres frō thence next following fully to be complet & ended, if the said J. do so long live. And after that to thuse of L. P. of P. in the county of P. gentleman, and P. D. of P. in the county of S. gentleman their heires & assignes for ever. (F) Provided allwaies, & upon condition following, & it is fully couenanted, granted, concluded, and agreed by and betweene the sayd parties to these present indentures, & it is the true intent & meaning therof, that it shalbe lawful to and for thasozesaid A. B. at any time, and euery time and times, and from time to time from henceforth during his life by his deed or wryting by him sealed before two sufficient witnessses or moe to alter, determine, diminish or enlarge any or all the use, uses, estate, estates, limitations or intents comprised in these Indentures, and also at his will and pleasure by his deed or wryting by him sealed before two sufficient witnessses or moe, as aforesaid, to limit and appoint the use or uses of thasozesaid mesuages and premisses, or of any part of the same to thasozesaid persons or any of them, or to any other person or persons in fee simple, fee tail, for terme of life, or of yerres or otherwayes, and that they the said feoffees and the suruiuor of them and his heires shall stand and be seised of the said tenements & premisses with thappurtenances, to such and the same uses, that in his said wryting to be sealed by him before two sufficient witnessses or moe, shall be limited or appointed, and to none other use or uses intent or purpose: any matter or thing before in these Indentures mentioned, to the contrary thereof notwithstanding. In witnessse &c.

Sect' 180. ¶ A deede to alter thuses in the former Indenture Sect' 179. and to create new.

(A) T<sup>he</sup> Mall Christian people &c. A. B. of C. &c. sendeth greeting in our Lord God encreasting. Vther as the said A. B. by his Indenture made betwixen him & said A. B. on thone party & C. D. of &c. & E. F. of &c. on thother party bearing date &c. in y<sup>e</sup> 32. yere of the raigne of our soueraign Lady the M. Maiesty that now is, for diuers good causes & considerations him at that time mouing, did giue, grant, enlesse & confirme vnto the said C. D. & E. F. al those messuages &c. (as in y<sup>e</sup> former Indenture) in the said county of D. or els where within y<sup>e</sup> realme of England which late were the lands &c. of G. H. of L. in the said county of D. gentlema. (B) To haue & to hold &c. vnto y<sup>e</sup> said C. D. & E. F. their heires & assignes for euer, to such bles, intents & purposes as be specified, mentioned, limited & declared in y<sup>e</sup> said Indenture. In which said Indenture there is contained one prouiso or condition, the tenor or effect whereof is as followeth. (C) Prouided alwaies & vpon condition following, & it is fully couenanted, &c. reciting the prouiso of the former Indenture verbatim. knowe pou now therefore him the said A. B. according to the tenor purport & true meaning of the said Indenture to be minded, disposed & fully determined to alter & change the vse & bles declared in the said Indenture. And therefore he the said A. B. doth by these presents notifie, signifie & declare that the foresaid messuages, tenements, cottages, lands, meadows, seedings, pastures, hereditaments & premisses w<sup>th</sup> thappurtenances. (C) And the bles in the said former Indenture expresse & al assurance & assurances heretofore had, made, knowledged & suffered of the said premisses or any part thereof, shal from henceforth remaine & be to such person & persons, & to such intents & purposes as hereafter in these presents are expresse & declared: the said former Indenture, or any other assurance or conueyance had of the said tenements & premisses, or any part thereof, to the contrary thereof in any wise notwithstanding.

(D) That



(D) That is to say, the said messuages, cottages, lands, tenements, hereditaments and premises shalbe to thuse of the said A. B. for and during the terme of li. yeris next insuing the date hereof, fully to be complet & ended, if he the said A. B. do so long live. And after to thuse of J. wife of the said A. B. for and during &c. And afterwards to thuse of my welbeloued friends W. W. of K. in the countie of P. gentleman T. S. of C. in &c. gentleman, their heires and assigns for ever. In witnes &c.

Sec. 181. ¶ A Condition to alter Vfes.

(A) P Rouded alwaies, & it is further conuenanted, granted and agreed betwene the said parties, that if it shal fortune y<sup>e</sup> said T. T. at any time during his life by his writing vnder seale and inrolled in any Court of record, to grant vnto the said &c. or to any of the, or to any other persons before mentioned, one annuities of &c. (B) That then & from thenceforth the said estate, and al and euery thuses before in these presents mentioned, to be utterly voyd and of none effect, and that then and from thenceforth, aswell the said &c. expressing the feffees, and their heires & assignes as also all their estate and all other assurances hereafter to be had & made of, or in the said tenements and premises, or any part or parcell thereof, to thuses aforesaid, shalbe to the only vse of the said T. T. & his &c. (C) And that the & from thenceforth it shalbe lawful to & for the said T. T. &c. and to euery of them to reënter into y<sup>e</sup> said tenements & premises, & y<sup>e</sup> same to haue again & reposed as in their former estate: These Indentures or any thing therein contained to the contrary thereof, in any wise notwithstanding &c.

Sec. 182. ¶ A Condition to alter Vfes.

(D) P Rouded alwaies and vpon condition &c. that if it shall happen the said T. T. hereafter at any time, to haue issue of his body lawfully begotten, or any wyfe of the said T. T. at the time of his decease to be infeint with any issue begotten by the said T. T. that then within six monethes after such issue had, & after fine hundred markes payd

payed by any person or persons, for, or in the name of such issue to the said A. or tendered and refused, or not receyved by the said A. or the wife of the said lands &c. shall and inure to the said feoffees &c. shall thereof stand and be sealed to those of theirs of the said T. of his body lawfully begotten and of theirs of their bodies lawfully begotten, And for default of such issue, to those of the right heirs of the said T. and their heirs for ever &c.

Sec<sup>t</sup> 183.

Sec<sup>t</sup> 184. ¶ A Covenant to alter Uses.

(A) **A**ND it is further considered and agreed between the said parties and every of them for them selves their heirs and assigns do covenant & grant to each other of the same parties and their heirs and assigns, that if it fortune at any time hereafter the same T. during his life to death and ingross in parchment, or cause &c. another Indenture with certain covenants contained in the same to lead to those of the same recoveries, fines and assurances in any other sort and order, then in these present Indentures they be lead, limited & bestowed: and the same so drawn and ingrossed shall seal and deliver as his deed, That then immediately upon the summe of ten shillings of lawfull &c. disbursed and bestowed among the poor inhabitants of the parson of B. the same assurances and every of them shall be, and the same A. B. C. D. their heirs and assigns, and every other person or persons having or justly claiming to have any estate or thing in the same premises or any part thereof shall stand and be sealed of the same to thomey uses contained in these Indentures, & to none other uses nor intents: any thing in these Indentures to the contrary thereof notwithstanding &c.

¶ Trust.

Sec<sup>t</sup> 185. ¶ A Bargaine and sale in trust to uses.

(A) **T**His Indenture tripartite &c. between T. on the first partie, B. C. D. and E. on the second parties  
and

and J. C. H. J. and K. on the third parte. Witnesseth that the said W. T. for the speciall trust & confidence that he hath in the said A. B. C. D. E. F. G. H. J. K. and for the summe of 100. (B) Hath giue bargained & sold and by these presents doth giue bargain and sel vnto the said A. B. &c. at these his landes &c. (C) To haue & to hold &c. during the naturall life of the said W. T. and for & during the terme of 10. yeres next & immediatly folloving after the naturall death of the said W. T. And after the death of the said W. T. and after the said terme of ten yeres ended and determined then to haue and to hold the said Manor &c. to the said A. B. C. D. &c. their heires and assignes to the use of them and their heires &c. (D) And vpon condition that the said G. H. J. and K. and their heires, or the suruiours or suruiours of them, and his and their heires shall before the naturall death of the said W. T. or within 10. yeres next after the naturall death of the said W. T. assigne, bargain and sell the premises with the appurtenances, or so much thereof as by the said W. T. shalbe limited or appointed by him, by word or by writing, will or otherwise. And the desire & request of the said W. T. is that after the bargain, sale, or alienation so had or made the said A. B. C. D. &c. for the speciall trust and confidence that the said W. T. doth put in them shall within five monthes next after such bargain, sale or alienation, purchase or cause to bee purchased, other landes, tenementes, and hereditamentes, of as much cleere yearly value as the premises that shall be so bargayned or sold by them or any of them shall amount vnto; and that the suruiour or suruiours of them shall within five monthes after such purchase cause the same landes so purchased to bee by good assurances and conueyances in the lawe assured and made liue to the heires of the said W. T. in fee simple discharged of all maner of charges and incumbrances by them to be had, made, done or suffered. (E) Provided alwayes that for default of such bargain, sale or alienation of the premises by these presents giuen

given or granted, bargained or sold, now and after the  
 sayd naturall death of the sayd T. T. and from and af-  
 ter the sayd terme and end of tenne yerres next after the  
 sayd naturall death of the sayd T. T. the sayd A. B. C.  
 and D. &c. and all and every person and persons that shall  
 be seyled of, or in the said tenementes and premisses shall  
 stand and be seyled thereof to the onely use and behoofe of  
 the right heires of the sayd T. T. of and in so much of  
 the premisses by these presents given or granted, whereof  
 no bargaine, sale or alienation shall be hereafter by the  
 sayd A. B. C. D. &c. so made as is aforesayd. And that  
 then and from thenceforth it shall be lawfull for the said  
 right heires of the sayd T. T. to reënter into so much  
 of the premisses, whereof no such bargayne, sale or alie-  
 nation, as is aforesayd, shall be hereafter by the sayd A.  
 B. &c. so made as is aforesayd. (F) And the sayd C.  
 D. E. and F. do covenant and graunt for them their ex-  
 cutors and assignes by these presents to and with &c. that  
 they and every of them shall permit and suffer the sayd  
 A. B. and C. &c. and every of them and their assignes  
 quietly to receive and take the issues and profits of all  
 and singular the sayd premisses with thappurtenances du-  
 ring the naturall life of the sayd T. T. and during the  
 sayd terme of tenne yerres next after his naturall death  
 without interruption or disturbance of the sayd C. D. E.  
 and F. or any of them, or any other person or persons by  
 the meanes or procurement of any of them, to be im-  
 ployed and bestowed to such purposes, uses, and intentes,  
 as the sayd T. T. hath and shall assigne, limite and  
 appoint. (G) And the sayd C. D. E. and F. for them  
 selves do covenant &c. That if it shall fortune the sayd  
 A. B. and C. to decease during the naturall life of the said  
 T. T. that then the said C. D. E. F. and their ex-  
 cutors and assignes shal peaceably permit and suffer the  
 said D. E. and F. and every of them and their assignes to  
 have, take and receive all and singular the issues, rentes,  
 reue-



persons and goods of all and singular the premises and every part and parcel thereof, for and during et. without any let or impediment to be had, made or procured by the said C. B. J. and L. or any of them, or by any other person or persons by the means or procurement of any of them to be employed and bestowed to such uses and intents as the said T. E. shall limit, declare, assigne or appoint by word or writing. (H) And the said T. E. for him his heirs and assignes doth covenant et. That the said et. and every other person and persons now being leased et. and in the premises, as of, or in any part or partell thereof, shall from henceforth stand and be leased thereof, & of every part thereof to the uses, intents, behoves and conditions in these presents before declared, mentioned and expressed, and to, or for none other use, intent or purpose et. In witness whereof &c.

SECT 186. ¶ Covenants to convey a lease and goods in trust, in stead of a Jointure.

(A) **T**HIS Indenture made et. betwene T. G. of thome partie and W. L. of the other partie, Witnesseth that in consideration of a marriage to be had and solemnized betwene the said W. L. of the one partie, and B. M. whose daughter of the said T. G. of the other partie, it is now fully covenanted, granted and agreed betwene the said parties in manner and to the following, that is to say, The said W. L. et. doth covenant et. that where J. B. by his deed indented, dated et. hath devised, granted and to ferme letten to the said W. L. all & his estate of C. (B) To have and to hold et. as by the said Indenture more plainly doth and may appear the said W. L. in consideration of the said marriage to be had & solemnized betwene him the said W. L. and the said B. in manner and to the said, and for the great zeale and love that he beareth to the said B. covenanteth et. that he the same W. L. before the death of et. that at the costs and charges of him the said W. L. his executors or assignes by his deed indented shall, devise, give

give and graunt to A. and C. the said manor of &c. together with all his right, title, interest, possession and terme which the said W. L. hath to come, in, and to the same manor and other the premisses. To have and to hold the same to the said A. and C. and their executors, administrators and assigns, during the residue of the said terme of yerres yet to come, of, in, and to the said tenements & premisses, by virtue of the same lease for yerres above in the said presents recited: upon condition onely that the said A. and C. and their executors and administrators, and the executors or administrators of the survivor or survivors of them shall within six monethes next after the same assurance, demise, gift & graunt so by the said W. L. made of the premisses to the said A. and C. make one other demise and graunt to the said W. L. and B. of the said manor of &c. to the said W. L. and B. their executors, administrators and assigns, from the date of the same demise and graunt so by the same A. & C. to be made to the said W. L. and B. for and during the residue of the said lease and terme of yerres mentioned in the said former Indentures yet to come, fully to be accomplished and ended. In which Indentures there shalbe a sufficient clause or proviso contained: That if it happen the said W. L. to dye, & the said B. him to overlive, and that after the death of the said W. L. it shall happen the said B. to die before the end of the said terme of yerres comprised in the said lease made to the said W. L. in maner & forme aforesaid, that then the residue of the said terme of yerres which shall so happen to remaine & be undetermined at the death of the said B. shall remaine, go, and be to the executors of the said W. L. (C) And further the said W. L. covenanteth &c. that if it shall happen the said W. L. to die, and the said B. to survive and overlive the said W. L. that then the said W. L. shal further in consideration of the said marriage by his last wil and testament, freely give, assure and assigne to the said B. to her owne proper use towarde her living, advancement and preferment goods and cattels, then being

discharged of all incumbrances, and which the said **W. L.** shall then have by good & iust title, amounting to the cleere & verely value of **xx.** of the proper goods and cattels of the said **W. L.** (D) And further the said **W. L.** covenanteth &c. that after one assurance, graunt & comeynance made of the said terme and lease of the said manoz &c. by the said **A.** and **C.** and to the said **W. L.** and **B.** and to the longer liuer of them in maner and forme aforesaid: That then and from thenceforth during the life of the sayd **W. L.** and **B.** the said **W. L.** shall not bargain, sell, surrender, forfait, giue nor alpen the said tenements & premisses or any part thereof: nor his said estate, terme or interest, of, in or to the same, or any part thereof, nor shall in any wise incumber the said manoz or other the said premisses or any part thereof, but that the executors of the said **W. L.** shall acquite, discharge & save harmelesse aswel the sayd **B.** as the said manoz & other the premisses & every part thereof, during al the said terme of yerres, in & to the said premisses limited, appointed & to be assured and conueied to the said **B.** in maner & forme aforesaid. (E) And further the said **W. L.** covenanteth &c. that he the said **W. L.** his executors & assignes, shall and will at all times hereafter from time to time do, suffer & cause to be done and suffered, all and every such act & actes, deuise, thing & thinges, as hereafter shalbe reasonably deuised or aduised by the said **T. C.** his executors or assignes, or by his or their counsell learned in the law for the further & better assurance and sure making, of & to the said lease and terme of yerres, of, & in the said manoz of **C.** &c. to be assured & made sure to the said **W. L.** & **B.** & to the survivors of them, or to either of the in maner & forme aforesaid. (F) Provided alwaies and it is further couenanted, concordised &c. betwixt the said parties to these presents &c. And the said **D. W.** for him his heires & executors covenanteth & granteth to & with the said **B.** that if it shal happen the said **W. L.** or the said **B.** to decease or die before the said marriage had betwixt them, or that any of them shal

refuse

refuse to marrie with the other of them at any time limit-  
ted for the said marriage, or by the law of God them to marry  
will not permit & suffer, or any other lawful impediment that  
happen whereby the said marriage shall not take effect: that  
then by said W. A. &c. that satisfie, content w<sup>th</sup> other wife repay  
to the said W. B. &c. at the parish church of W. &c. w<sup>th</sup>in one  
moneth next after such death, refusal, or other such lawful  
impediment as is aforesaid, the summe of £. of good &c. in  
full repayment of the said summe of £. paid in marriage with  
the said W. B. In witness &c.

Sect. 187. ¶ A Conuiciace in trust by a Widow of a lease  
given vnto her by her first husband, that her second  
husband should not sell it away, as com-  
monly it happeneth.

(A) **T**His Indenture &c. betwene A. B. widow, late the  
wife of E. B. and executrix of the last will & testa-  
ment of the same E. B. on thone partie, & E. B. J. B. A.  
K. E. brethren of the said A. on thother partie, witnesseth  
that inpress the said E. B. by his last will and testament;  
bearing date &c. did give vnto the said A. B. al that her inte-  
rest, lease & terme of yeres which he had of & to the farme of  
S. & of al &c. with al his goods, cattels, stufte & implemētts of  
household thē being & remaining ther. (B) Prouided alwaies  
that if it shal happen the said A. B. to depart his natural life  
before thend & tennor of y<sup>e</sup> said yeres should be expired, ended  
& determined: that then the interest & terme of yeres of the  
said A. B. in y<sup>e</sup> said farme of S. and &c. should cease, & then &  
from thenceforth be willed that the said farme with &c. as it  
came to y<sup>e</sup> said A. B. should remain to ap. B. his daughter &  
her heires during the residue of the said yeres then to come  
in the said farme &c. Know ye now by these presents, that  
the said A. B. for sundry considerations her moving, & espe-  
cially for the performance of the will of the said E. B. accord-  
ing to the meaning thereof, hath given, granted &c. and  
by these presents hath sold &c. vnto the said E. B. J. B.  
and K. E. all that his said ryght, title, estate, interest,



lease and terme of yeres, to which the said A. B. hath yet to come and expire, of, and in the manors or terme of S. and of, and in all &c. (C) Nevertheless the said T. P. J. B. and K. W. do covenant &c. that the same A. B. and his assigns shall have the occupation and use of all the said manors &c. and all and singular other the premises in the said severall leases specified, and shall and may have and take the profits and commodities of the same to her owne use, commoditie and profite during the said terme contained in the said lease of the premises, if the said A. B. do so long live. (D) Provided alwaies and it is further agreed, considered and concluded betwene the said parties, that if it shall happen the said A. B. or any husband or husbands to whom the said A. shall fortune hereafter to be married to alpen, give, grant or sell her whole interest and terme of yeres to any person or persons, of, and in the premises before granted or any parcell of the same: or if it fortune the said A. B. to die before the end of the said yeres contained in the same lease: That then this present gift & grant of the use and occupation of the said premises to the said A. in forme aforesaid, given, made or granted, to cease and utterly to be void, and that then it shall lawfully to the said T. P. J. B. and K. W. their executors and administrators and every of them into the said manors &c. to render &c. (E) And furthermore the said T. P. J. B. and K. W. do covenant &c. that then the said T. J. & K. &c. their executors &c. shall within one quarter of a year after the death of the said A. and at the costes &c. grant unto the said M. B. daughter of the &c. if the said M. be then living the said manors &c. and other the premises to her owne use during so many yeres of the said terme of yeres as shall then remaine not ended, of and in the same manors &c. and premises, or in any of them discharged of all former bargaines, granted, &c. (F) And furthermore the said T. P. J. B. and K. W. do covenant &c. that if it fortune the said M. B. to decease in the life of the said A. B. that then the said T. J. and K. their  
 execu

executors &c. shall likewise within one quarter of a yere after the death of the said M. B. clerely convey and assure vnto the said A. B. if they be thereto required by the sayd A. And at the costes &c. all their right, title, interest and terme of yeres, of, and in &c. In witnesse &c.

Sec<sup>a</sup>. 188. ¶ A feoffement to xij. persons in trust  
to certeine vles.

(A) **T**His Indenture &c. witnesseth that the said J. S. for the speciall trust and confidence that he the said J. S. hath and reposes in the said A. B. C. D. &c. and their heires and assignes, and for the great zeale and good will which he beareth to the poore people which now be, and which hereafter from time to time shalbe inhabiting and dwelling within the towne of C. in the countie of D. And towarde the maintenance, repairing and making of such bridges and high waies as now be, or hereafter shalbe erected or made in the sayd towne of C. or within one halfe myle of the same. And for and towarde the discharge, payment and contribution of fyftēnes, taxes, musters, warres and other common charges and impositions wherewith the said towne of C. or th inhabitants thereof shall or may be charged, and in ease and reliefe of the poore people of the said towne of C. for the time being, hath given, graunted and confirmed, and by these presents for hym and his heires doth frely and absolutely give, graunt and confirme vnto the said A. B. C. D. &c. and their heires for ever, all those his meynages &c. (B) To haue and to hold &c. to the said A. B. C. D. &c. their heires & assignes for ever to the onely vse & behoof of the said A. B. C. D. &c. their heires & assignes for ever vpon trust, & to the intent that they the said A. B. C. D. &c. their heires & assignes, shal w all the yerely rents, revenues, issues and profits of the said tenements & premisses &c. succour and reliefe the said poore people which now be or hereafter shalbe inhabiting within the said town of C. and the said bridges maintaine and make, and the said payments, contributions and charges shall beare and  
Dij sustaine

sustaine in such sort and maner, as shall verely from time  
 to time for ever be agreed upon and thought mete to the  
 chiefeest part of the inhabitants of the said towne of C. for  
 the time being. (C) And the said A. B. C. D. &c. do cove-  
 nant &c. That if the said A. B. C. D. &c. or any of them shal  
 at any time or times hereafter remove, go, & depart away  
 forth of the said towne of C. to any other place to inhabite  
 and dwel, and do and shall inhabite and dwel out of the said  
 towne of C. That then such and so many of the said twelve  
 cofoffers afore named which shal so depart away forth of  
 the said towne of C. & inhabit and dwell in any other place,  
 shal not after such his or their departure thence as is afore-  
 said, take, receive or dispose any of the rentes, issues or pro-  
 fits of the said tenements and p̄misses: But at al times  
 after such his or their so departing and going away of him  
 or them as is aforesaid, shal graunt, concey, releas and as-  
 sure to the residue of the sayd twelve persons then lyving  
 and their heires, or to such other twelve persons which shal  
 be named and chosen by the chiefeest or more part of the  
 said inhabitants of the said towne of C. then for the tyme  
 being to be substituted and put in the place and roome of the  
 said persons so departing or dying, and of the residue of the  
 said feoffees then remaining or surviving and their heires,  
 all his and their estate, right, title and interest, of and in the  
 said lands and p̄misses discharged and kept harmelesse  
 of and from all bargaines, estates, titles, charges, troubles  
 and incumbrances then had or made, or to be had or made  
 by him or them or any of them so departing away as afore-  
 said, as shalbe devised or advised by the chiefeest or most part  
 of thynhabitants of the said towne of C. aforesaid for the  
 time being, or by their or any of their counsel learned in the  
 lawes of this Realme: Except such leases for the terme of  
 yeres as shalbe made according to the tenor and true mea-  
 ning of these presents. (D) And it is further intended,  
 meant and agreed by and betwene the said parties to these  
 presents, that when and so often and at whatsomver time or  
 times

times hereafter, five of the said twelve persons aforesaid as feoffees, as aforesaid, or of any other persons hereafter to be so named as feoffees thereof or more of them shalbe dead or departed out of the said towne of C. to dwell els where; as is aforesaid: That then and so often it shall and may be lawfull to and for the chiefest and most substantiall part of the inhabitants of the said towne of C. for the time being, to be feoffees in trust, and to stand seised to thuses aforesaid, and be substituted and put in the place and roome of the said former feoffees. And in like maner and forme, election & elections of the said feoffees to be made, as is aforesaid, from time to time successively for ever, so often as it shalbe requisite. And that after such election or elections of such twelve persons to be feoffees, as is aforesaid, made by the said inhabitants of C. aforesaid, such & so many of the feoffees aforesaid, as shalbe then living, at the reasonable request, costes and charges of the inhabitants of the said towne then being, or the more or the chiefest part of the inhabitants of the said towne for the time being, shal by sufficient dede or dedes, or other convenances or assurances, graunt, convey & assure the said lands &c. & premises to the said xij. persons so newly chosen & their heires, to thuses & intents aforesaid, with such covenants and conditions therein to be contained, as shal be thought requisite to the said chiefest part of the said inhabitants for the time being or their learned counsel, discharged of all titles, charges & incumbrances had or made, or to be had or made by them or any of them, other then such as shalbe had by them with the like consent of the said inhabitants for the time being. Provided alwaies and it is &c. to these presents in maner & forme following, that is to say, that it shal not nor may not be lawfull at any time or times hereafter, to or for the said A. B. and his said co-feoffees before named, or any of them their heires or assigns, or any of them, or any other person or persons whatsoever hereafter to be named, elected or chosen feoffees of the said lands, tenements & premises to thuses above written, to charge, convey

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employ,



employ or convert the said landes, tenements, hereditaments, and premises with the appurtenances, or any part thereof, or the rents, issues and profits thereof, or of any part thereof, to any other use or uses, intent or intents, or any other waies then to the uses above in these presents mentioned, without the consent of the most or chiefest part of the inhabitants of the said towne of C. for the time being therunto first had and obtained: nor to extinguish, release, determine, frustrate or make void any rent or rents, condition or conditions, graunt, covenant or agreement reserved, contained, mentioned or implied, or to be reserved, contained, mentioned or implied, in or by any lease or leases heretofore made of the said tenements and premises, or of any part thereof, nor to make any new lease or leases of the sayd tenements and premises, or of any part thereof, before such time as all former leases of so much thereof so newly to be demised shalbe expired, determined, surrendered or ended: nor for any longer time or terme then xij. yerres from the making of such new lease or leases, nor for any lesser or smaler rents then hinc now already reserved and yelded for the same, and for and vnder such conditions and clauses of reentre for default of payments of any rent or rents to be reserved, in, or by any such lease or leases, and with such other conditions, prouisoos and covenants therein to be contained, as from time to time for euer shalbe thought meete and requisite by the said more or chiefest part of the said inhabitants of the said towne of C. for the time being. (E)

And provided also and vpon condition, and it is the true intent & meaning of these presents, and of all the parties to the same, and the said inhabitants of the said towne of C. do consent and agree, that it shall not at any time hereafter be lawfull to any person or persons that hereafter shalbe named, chosen and made a feoffee or feoffees of the sayd tenements and premises as is aforesaid, during such time as he or they shall so remaine & be feoffee or feoffees thereof, to haue, take or occupie any part of the said tenements and

pre

premises by lease for years, or otherwise, nor to any lease or farm of any part of the said tenements and premises during such time as he shall be a lessee or farmer thereof to be named, chosen or made lessee thereof, or of any part thereof. (F) And it is further concluded and agreed by, & between all the said parties to these presents, & every of the with the full consent & agreement of the said inhabitants of the said town of C. & every & every person for ever hereafter, two of the said persons being as which shall be lessee of the premises, as is aforesaid, shall be chosen by lots and named the common Græues of C. to be Græues or Collectors & keepers of all such rents, revenues & profits as shall come, arise or grow of, and for the said tenements & premises to thoses aforesaid, & to do all such acts & things as shall be necessary for, or about the same until the Friday next after the feast of W. ad vincula commonly called Lammas day, which shall be next after every time of such choise of the said Græues, as is aforesaid. (G) And that every person hereafter for ever upon the Friday next after the said feast of W. ad vincula commonly called Lammas day, the said Græues for the person then past for the time being, in the presence of so many of the inhabitants of the said towne of C. & of the residue of the said lessees as will vouchsafe to be there present thereat in the parish Church of C. aforesaid, shall make & yeld by a iust and true reckoning & accompt of all such summes of money and other things as they shall then haue receiued disbursed or done, in for or by reason of the premises or any part thereof unto the said inhabitants of the said residue of the said lessees not being then Græues there & to deliuer all tharrerages & overplus of their said receipt unto such two other persons as shall then next after them be chosen Græues of the premises, as is aforesaid for ever &c. In witness &c.

¶ Grants;

Sect 189. ¶ And what they be.

(A) A Grant concessio, signifieth permission, sufferance, leaue, licence, yelding or giuing ouer of a thing, but spect.

Specially taken, it signifieth a gift in writing of such things as cannot aptly passe by word onely without writing: As rents, reuerſions, ſeruitudes, aduowſons in groſſe, common in groſſe, villein in groſſe, tiſhes &c. made by ſuch perſons as cannot giue but by deede: as the King, And all bodies polyp<sup>t</sup>ike: as Maiors and Comminalties, Deanes, Chapters &c. which differences bin oftentimes neglected, And then it is taken generally to ſignifie every gift whatſoever made of any thing by any perſon whatſoever. (B) And he that granteth, is termed the grantor: and he to whom the grant is made: the grantee. (C) An instrument of grant is a deed cōteyning the diſcription of ſuch a gift or grant, as is aforeſaid: Of theramples whereof great varietie hereafter inſueth.

Sec<sup>t</sup> 190. ¶ A grant of a reuerſion, and common, with ſuit of Court reſerued &c.

(A) **T**His Indenture made betwene J. of &c. and T. &c. Witneſſeth that where as the ſaid J. hath granted, bargained &c. al thoſe meſſuages &c. with thappurtenances ſet, lying and being within the Lordſhip of B. and in the pariſh of A. and S. and either of them withut the countie of P. & now or late in the tenure or occupation of K. or his aſſignes, by force of one demile or leaſe, not yet expired, made thereof to the ſaid K. and his aſſignes by Sir C. Knight &c. and alſo the reuerſion and reuerſions of all and ſingular the premiſſes, and every part and parcel thereof together with Common for all maner of beaſts of the ſaid K. T. &c. his heires and aſſignes, in and vpon the commons and waſt grounds, parcell of the ſaid Lordſhip and Manor, and al waies & paſſages to and from the premiſſes and every part thereof, in ſuch ample & large maner as the ſaid K. at any time heretofore haue vſually had had or taken ſithens the making of the ſaid leaſe together with one acre of paſture with thappurtenances lying in a cloſe of paſture called B. within the pariſh of &c. (B) To haue & to hold &c. all the ſaid meſſuages &c. and other the premiſſes with ſufficient

sufficient common, as is aforesaid, & al other the premisses before bargained and sold with all and singular their appurtenances, & the reuerſion and reuerſions of the same to the said *W. &c.* (C) *W.* holding and paying therfore perely unto the said *J.* his heires and assignes, Lords of *&c.* the summe of *iiij. s.* perely at the feast of *&c.* & also doing suit to the Court of the said *Manor* at two times in the yere vpon generall warning to be giuen for the holding of the said Court by the bailife or other officer of *h* said *J.* his heires or assignes, Lords of the said *Manor* (D) And if the said *W.* vpon such reasonable warning, as aforesaid, shal faile & make default in doing suit, as is aforesaid, that then and so often the said *W.* shal forſait to the said *J. &c.* Lords of the said *Manor*, for every such default 4. d. in full satisfaction for every such default. And the said *W.* for *&c.* doth covenant and grant to *&c.* *J. &c.* that if the said perely rent of *iiij. s.* or the said summe of *iiij. d.* for not doing suit to the Court as is aforesaid, be not payed, That then and so often it shalbe lawfull for the said *J.* his heires & assignes, Lords of the said *Manor*, into the aforesaid premisses and every part and parcel thereof to enter and there distraine *&c.*

Sect' 191. *A grant of the reuerſion of certaine lands with other lands in possession*

(A) *O*mnibus ad quos &c. *W. B. de S.* in com' *Essex*, *W.* seu *I. W. Tailor W. R. I. S. & I. W. de W. salut' &c.* Cū *M. vxor I. W. nuper vxor I. W. dum vixit de S. prād'*, habeat & teneat pro termino vite sue ex dimissione & feoffamento nū *prād' W. B. I. W. seu I. W. Tailor W. R. I. S. & I. W. de Whites*, diuerſas terras & ten' cū suis pertiñ nup dicti *I. W. viri sui*, situat' & iacen' in vill' de *S. p'd'*: reuerſione & remanent' eorund' terrar' & ten' immediate post decessū eiuld' *M.* nobis & her' nris de iure spectant'. Cūq; etiā nos *p'd' W. B. I. W. seu I. W. Tailor W. R. I. S. & I. W. de Whites* ad p'sens seisciti sumus & possessionati in dñico nro vt de feodo, de & in diuerſis alijs tris, tenitis, red', & seruic', pratis, pascuis, & pastur' cū suis ptiñ situatis



situatis & iaceñ in H. in dict' com' Essex, & alibi, quę etiã nuper fuerunt dicti I. W. viri nuper dictę M. & quę omnia & singula supradict' terr', tenñt, & cętera pręmissa in S. & H. prędictis & alibi, nos prędict' W. B. I. W. seu I. W. Tailor W. R. I. S. & I. W. de Whites simul cum I. W. ciue & scissore London' filio nuper prędict' I. W. (qui totum ius suum nobis & heredibus nostris nuper concessit & relaxauit) nuper coniunctim habuimus nobis, heredibus, & assign' nostris in perpetuum, ex dono, & concessione, & chartę confirmatione I. G. de M. in dict' com' Essex. (13) Sciatis nos pręfat' W. B. I. W. seu I. W. Tailor W. R. I. S. & I. W. de Whites dimisisse, tradidisse, cōcessisse, liberaſſe, & hoc p'senti scripto nro confirmasse p'f. I. W. filio, ac M. C. filię nuper I. C. quam dictus I. W. (deo dante ducet in vxor) tam omnia prędict' terras & tenñ cum suis pertiñ quę habemus in villa de H. prędict' & alibi, quam etiam reuerſionē prędictarum terr', tenñ, redit', seruic', ac cęterorum pręmissorum in S. prędict' viz. eadem terras & tenñ ac cętera pręmissa in S. prędict' immediatē cum acciderit post mortem dict' M. W. (14) Habend' & tenend' omnia pręd' terras & tenñ, ac cętera pręmissa in H. pręd', vnā cum reuerſione prędict' terr', tenñ & cęteror' pręmissorum in S. immediatē cum acciderit post mortem dictę M. W. pręfat' I. W. filio, & M. C. ac hered' de corpore eorum inter eos legitim' procreatis, de capitalibus &c. Et volumus & per p'sentes concedimus, quod si contingat dictos I. W. filium & M. C. sine her' de corpor' eor' inter eos legitim' procreatis obire, quod tūc omnia pręd' terr' & tenñ, ac cętera pręmissa in H. prędict' vnā cum reuerſione pręd' terr' & tenñ, ac cęteror' pręmissor' in S. prędict' immediatē cū acciderit post mortem dict' M. W. integrē remaneant & reuertant prędict' I. W. filio dict' W. G. & W. R. necnon I. S. & T. T. heredibus & assign' suis in perpetuum, Tenendum de capitalibus &c. In cuius rei &c.

Se<sup>t</sup> 192.

¶ A Grant of a reuerſion to the

Queene.

(A) **T**His Indenture made the thirtieth day of February in the xiii. yere re. betwene R. III. of B. in the countie of P. gentleman on thone partie, and our most gracious ſoueraigne Lady Quene Elizabeth on thother partie. Witneſſeth that the ſaid R. III. for and in conſideration of a certaine ſumme of money to him by our ſaid ſoueraigne, whereof he acknowledgeth the receipt, and thereof and of every part thereof doth clerely acquite and diſcharge our ſayde ſoueraigne Lady her heires and ſucceſſors for ever, before hand payd, hath giuen, granted, alowed, bargained and ſold, and by theſe preſentes doth giue, grant, alien, bargain and ſel vnto our ſaid ſoueraigne Lady the Quens Maieſtie, her heires and ſucceſſors for ever, all that cloſe of paſture or paſtures, and al lands, tenements and hereditaments whaſſoever, with thappurtenances called or known by the name or names of B. ſituate, lying and being in the pariſh and fields of H. in the countie of B. now or late in the tenure or occupation of J. B. or of his aſſignes, together with all ſ rights, members and appurtenances of the ſame. (B) To haue and to hold the ſaid tenements and premiſſes with thappurtenances to our ſayde ſoueraigne Lady the Quens Maieſtie her heires and ſucceſſors for every vnto thowr proper uſe and behoofe of our ſaid ſoueraigne Lady the Quens Maieſtie, her heires and ſucceſſors for ever. (C) Provided alwaies and vpon condition ſollowing, that if the ſaid R. III. or his heires or any of them do at any time hereafter grant by his deedes to be enrolled in the Quens highnes Court of Chancery one annuallie or yerely rent of ſix pence of laſtfull Engliſh money vnto our ſoueraigne Lady the Quens highnes, her heires and ſucceſſors, ſhewing and going forth of any the lands, tenements and hereditaments of the ſaid R. III. or of his heires declaring his or theire intent therein to be, that this ſayd grant to the Quens highnes ſhalbe void: But then

then this present. Deede or grant, bargaine and sale of the said premisses with thappertinances to the Quene's heires her heires and successours limited and appointed, shalbe utterly voyd, frustrate and of none effect.

Secd 193. ¶ A Conditionall grant of a reuerfion or remainder to the Queenes Maiestie, for the preseruacion thereof.

(A) T D all faithfull people to whom this present wryting shall come J. C. of L. in the countie of P. clothier, sendeth græting in our Lord God. euerlasting: Whereas one J. C. my father late of L. aforesaid in the said county of P. was lawfully seised in his demesne, as of fee, of, & in certayne closes and parcells of land, meadowe & pasture lying & being on the Southside of one river called L. That is to say, of and in two closes of land & meadow with the buildings thereupon builded called D. one other close of ac. called ac. one other close of land & pasture called ac. and two other closes called P. with all and singular their appertinances in A. within the parish of P. in the said county of P. And the said J. C. being of the said lands, tenements & premisses so seised, did by his deed indented bearing date the xvi. day of A. in the said y. yere of the raigne of our late Soueraigne Lord King E. the 6. give, grant & confirme the said premisses to E. C. his sonne & natural brother unto me the said J. C. by the name of E. C. his younger sonne: (B) To haue & to hold all & singular the premisses with their appertinances unto the said E. C. & to theires males of his body lawfully begotten. And if it should happen the said E. C. to die without issue male of his body lawfully begotten: That then all the foresaid lands & tenements with the appertinances should remaine to me the said J. C. elder brother of the said E. C. & to theires males of my body lawfully begotten. And if it should happen me & the said J. C. to die without heire male of my body lawfully begotten, then the foresaid lands & tenements with their appertinances to remaine to the heires males of him the said J. C. the elder lawfully begotten.

ten. And if it should happen him & said J. C. to die without such issue male of his body lawfully begotten: That then all the said lands & tenements with thappurtenances to remaine to the heires of the body of the said E. C. lawfully begotten. And for default of such issue, that then all the fore-  
said lands & tenements with thappurtenances should wholly reuert to the right heires of him & said J. C. the giuer wher-  
soever they can be found for ever, as by the said deed indented more plainly appeareth: the remainder of which said lands & tenements with thappurtenances, by vertue of the sayd deed together with the reuerſion thereof, are expectant vnto me the said J. C. being ſonne & heire vnto the said J. C. the giuer and elder brother vnto the said E. C. (C) I know ye therefore me the said J. C. for diuers good causes & conſiderations me eſpecially moving, To haue giuen, granted and confirmed, & by theſe preſents to giue, grant & confirme to our ſoueraigne Lady Eliz, by the grace of ec. al my reuerſion and remainder of the ſaid lands, &c. and all my right title, intereſt, eſtate, uſe, poſſeſſion & demand which I now haue, or at any time hereafter ſhal haue or ought to haue of, and in the ſame. (D) To haue & to hold & ſaid reuerſion or remainder, whenſoever the ſame ſhall happen and al other my right, intereſt, eſtate, uſe, poſſeſſion & demand which I now haue or at any time hereafter ſhall or ought to haue, of & in the premiſſes vnto our ſaid ſoueraigne Lady Quene Elizab. & her ſucceſſors for ever. (E) Upon this condition following: That is to ſay, if I the ſaid J. C. mine heires or assignes, or any of vs at any time hereafter, offer or tender to pay vnto the Barons of her Maieſties Court of Exchequer, or to any one of them, ſitting in the open Court therefore, and to her Maieſties uſe, or to the uſe of her ſucceſſors, the ſumme of xl. s. of ec. That then immediatly, and at all times after ſuch tender and offer of payment to be made of the ſayd ſumme of xl. s. to her Maieſties uſe, or to the uſe of her ſucceſſors as aforeſaid: This preſent grant and the knowledging and inrolling thereof, or any thing



thing or things therein conteyned to be utterly void, frustrate and of none effect. And such reuerſion, remainder, life, poſſeſſion and eſtate which I now haue (if this preſent deepe were not made) by any poſſibilitie immediatly after ſuch tender and offer of payment made (as aforesaid) ſhalbe and remaine to me and my heires for ever, and ſo to be adiudged and taken for ever, in ſuch maner and forme as though this grant had neuer bene had nor made, nor knowledged nor inrolled: This preſent wryting, nor the knowledging nor inrolment thereof, nor any thing therein contained to the contrary therof in any wiſe notwithstanding. In witnes whereof unto this my preſent wryting I haue ſet my hand & ſeale the xviij. day of December in the thirtie two yere of the raygne of our Soueraigne Ladie Elizabeth &c.

Sect 194. ¶ A Grant of a remainder and reuerſion of lands to the Queenes Maieſtie for the preſeruation thereof by deed inrolled reuocable by tender of money.

(A) **T** All faithfull people to whom this preſent wryting ſhall come J. C. of L. in the countie of P. cloſthier, ſendeth greeting in our Lord God cuerlaſting: whereas one J. C. my father late of L. aforesaid in the ſaid countie of P. deceased, was lawfully ſepled in his demeane as of fee, of & in certain cloſes and parcels of land, meadow and paſture lying and being on the South ſide of one water or river called L. That is to ſay, of, and in two cloſes of land & meadow with y buildings thereupon builded called D. one other cloſe of meadow called the R. one other cloſe of land & paſture called F. & ij. other cloſes called J. w all and ſingular their appurtenances in D. within the pariſh of H. in the countie of P. And the ſayd J. C. being of the landes, tenementes and premiſſes ſo ſeſſed, did by his deepe indented bearing date the xvi. day of A. in the v. yere of the raigne of our late Soueraigne Lord king E. the 6. giue, grant and confirme the ſaid premiſſes to E. C. his ſonne

sonne and naturall brother unto me the said J. C. by the name of E. C. his younger sonne. To have and to holde all and singular the premises with their appurtenances to the said E. C. and to the heires males of his bodie lawfully begotten. And if it should happen the said E. C. to dye without issue male of his bodie lawfully begotten: That then all the foresaid lands and tenements with thappurtenances should remaine to mee the said J. C. elder brother of the said E. C. and to the heires males of my bodie lawfully begotten. And if it should happen me the said J. C. to die without heire male of my bodie lawfully begotten: Then the foresaid lands and tenements with their appurtenances to remaine to the heires males of him the said J. C. the younger lawfully begotten. And if it should happen him the said J. C. to die without such issue male of his bodie lawfully begotten: That then all the said lands and tenements with thappurtenances should remaine to the heires of the bodie of the said E. C. lawfully begotten. And for default of such issue: that then all the foresaid lands and tenements with thappurtenances should wholie revert to the right heires of him the said J. C. the younger wheresoeuer they can be found for ever, as by the said dede Indented more plainly appeareth. The remainder of which said lands & tenements with thappurtenances by virtue of the said dede together w<sup>th</sup> the reversion thereof are expectant unto me the said J. C. being sonne and heire unto the said J. C. the younger & elder brother unto the said E. C. (B) Know ye therefore mee the said J. C. for divers good causes and considerations mee especially moving, to have given, graunted and confirmed, and by these presents to give, graunt and confirme to our Soueraigne Lady Elizabeth by the grace of God, Queene of England, France and Ireland defendo<sup>r</sup> of the faith &c. All my reversion & remainder of the said lands, tenements & premises with their appurtenances. And all my right, title, interest, estate, vse, possession & demand which I now haue, or at any time hereafter shall haue or ought to haue,

of and in the same. To have and to hold the said reversion  
 and remainder whensoever the same shall happen, and all  
 other my right, interest, estate, use, possession and demand,  
 which I now have, or any time hereafter shall or ought to  
 have, of & in the premises unto our said sovereign Ladie  
 Quene Elizabeth and her successors for ever. Upon this con-  
 dition following: That is to say, if I the said J. C. mine  
 heires or assignes, or any of us do at any time hereafter,  
 offer or tender to pay unto the Barons of her Majesties  
 Court of Exchequer, or to any one of them, sitting in  
 the open Court there, for and to her Majesties use, or to the  
 use of her successors, the summe of x. s. of gold and lawful  
 money of England: That then immediately and at all  
 times after such tender and offer of payment to be made  
 of the sayd summe of x. s. to her Majesties use, or to the  
 use of her successors, as aforesaid: This present grant and  
 the knowledging and inrolling thereof, and every thing and  
 thinges therein contained to be utterly void, frustrate, and  
 of none effect. And such reversion, remainder, use, possession  
 and estate which I now have in the premises, or at any  
 time hereafter ought to have (if this present grant were  
 not made) by any possibilitie, immediately after such tender  
 and offer of payment made (as aforesaid) shalbe & remaine  
 to mee and my heires for ever, and so to be adjudged and  
 taken for ever in such manner and forme, as though this pre-  
 sent grant had never bine had, nor made, nor knowled-  
 ged, nor inrolled: This present writing, nor the know-  
 ledging or inrolment thereof, nor any thing therein con-  
 teyned to the contrarie thereof in any wise notwithstanding.  
 In witnesse whereof unto this my present writing  
 I have set my hand and scale: Given the xvj. day of  
 November, in the xvj. yere of the Raigne of our Soue-  
 raigne Ladie Elizabeth by the grace of God, of England,  
 Fraunce and Ireland Quene, defendours of ec.





& assignatis suis in perpetuum, de capitalibus dominis feodi illius per servitium inde debitum &c. In cuius rei testimonium &c. Datū &c. Anno regni &c.

Sect. 197. *I A Graunt of annuities with a paine for not paying the same.*

(A) **O**Mnibus Christi fidelibus &c. E. K. genit. confat. guineus & heres H. R. salutem. Sciatis me pref. E. dedisse, concessisse, & hoc presenti scripto meo confirmasse M. B. & I. vxori eius, ac nuper vxori predicti H. quandam annuitatem siue annual' redit' xxvj. s. &c. in plenam satisfactionem & contentationem totius dotis siue iunctur' spectantis dicti H. post mortem predicti H. de, siue in omnibus terris & tenementis predicti vocat' &c. Habend' & percipiend' predictam annuitatem siue annual' reditum pref. M. B. & I. vxor' eius p' termino vite ipsorum M. & I. ac alterius eorum diutius vivent'. Et si contingat &c. *ut in alijs distributionibus.* (18) Et ulterius sciat'is me prefat' E. concessisse & hoc presenti scripto meo confirmasse prefat' M. & I. vxori eius, quod quotienscunq; contigerit dict' annuitate siue annual' red' aretro fore non solum in parte vel in toto post aliquod festum festorum predicti quo solui debeat per spacium sex septimanarum, tunc ego predicti E. & heredes mei forisfaciemus x. s. nomine penę prefat' M. & I. vxori eius, quod tunc bene licebit retinere quousq; tam de predicta annuitate siue annuali reditu xx. s. quam p' predict' x. s. nomine penę sic forisfact', vna cum arrearagijs, misis & expensis ea occasione habiti plenarie fuerit satisfact' & solut'. In cuius &c.

Sect. 198. *I A Graunt of a rent charge with a nomine pena determinable by payment of money. And a couenāt to leuie a fine for thassurance therof, and that for want of payment the grauntor may enter.*

(A) **T**His Indenture made between G. A. on the one part, and J. K. on thother party, witnesseth that the

the said C. A. for and in consideration of the summe of three hundred & fouthe pound of lawfull English money to hym by the said J. K. well and truly contented and paid before thenleaking and delivierie hercol, Of which said summe the said C. A. doth acknowledge himselfe fully satisfied & paid, and thereof doth acquite the said J. K. by these presents, Hath given and granted, and by this Indenture doth for him and his heires clerely give and graunt unto the said J. K. and his heires the perely rent or summe of xl. li. of lawfull english money, issuing and going forth of all that capittall messuage or tenement with thappertenances in K. aforesaid in the said countie of D. commonly called and knowen by the name of C. hall, and out of all those lands and hereditaments in K. aforesaid, knowen, reputed or taken as part or parcell of the said tenement, so demised or occupied, to, or with the same, and issuing and going forth of all that messuage or tenement &c. And forth of all other his lands, tenements and hereditaments in K. aforesaid in the said countie of D. To have, hold, perceiue and intoy the said annual rent or summe of xl. li. unto the said J. K. hys heires and assignes, to thonly and proper vse and behoefe of the said J. K. his heires and assignes for ever: Payable perely at the now mansion house of the said J. K. at S. within the countie of D. at the feast of S. Michael tharchangell, and the Annunciation of the blessed virgin Mary by even porcions. The first payment thereof to begin at the feast of S. Michael tharch. which shalbe in the yere of our Lord God 1591. And the said C. A. doth covenant &c. that if it shall fortune the said annual rent or summe of xl. pound, or any part or parcell thereof to be arrere and unpaid by the space of xi. daies next after any of the said feastes or daies whereat the same ought to be paid: That then and from thenceforth it shalbe lawfull for and to the said J. K. hys heires and assignes into the said messuages, lands and premisses, and every part and parcel thereof to enter and distraine, and the distresses then & there found to lead, dzine,

chafe, and carrie away, and the same to deteine and kepe  
 untill such time and times as he or they be fully satisfied,  
 contented and paid the said annuall or persly rent of xl. li.  
 with tharrearages therof if any such be. (C) And the said G.  
 doth also covenant ec. to e with ec. That if it shall happen  
 y<sup>e</sup> said annuall rent of xl. li. or any part or parcel thereof to be  
 arreare and unpaid by the space of xix. daies next after any of  
 the said feastes or daies whereat the same annuall rent ought  
 to be paid: That then and from thenceforth the said G. A.  
 his heires and assignes shal forfeit and lose to the said F. K.  
 his heires and assignes the summe of x. li. of lawfull english  
 money nomine penz for every such default. (D) And the  
 said G. A. doth likewise covenant and graunt for him, his  
 heires and assignes, to and with the said F. K. his heires  
 and assignes by this Indenture: That if it shall fortune  
 the said annuall rent or summe of xl. li. or any part or parcel  
 thereof, or the said summe or summes of x. li. to be forfeited  
 nomine penz if any such shalbe, or any of them to be ar-  
 rere and unpaid by the space of xl. daies next after any of  
 the said feastes, whereat the same annuall rent ought to be  
 paid: That then and from thenceforth it shal and may be  
 lawfull for and to the said F. K. his heires and assignes,  
 into the said mesuages, lands and premisses, out of which  
 the said annuall rent is graunted to enter, and the same  
 and every part thereof to vse, haue and enjoy to his and  
 their owne vse and vles, and the rents, issues and pro-  
 fits thereof comming and arising to receiue and take,  
 and the same to deteine and keepe to his and their owne vse  
 without any accompt making thereof to the sayd G. A. his  
 heires or assignes, and to vse and occupie the said lands and  
 premisses to his and their owne vse, untill such time as the  
 said annuall rent or summe of xl. pound, and every part and  
 parcell thereof, and the arrearages of the same together  
 with the said summe or summes to be forfeited nomine  
 penz (if any such be) be into the said F. K. his heires and  
 assignes, fully from time to time paid by the said G. A.  
 his

his heires or assignes, or some of them. Of which sayd  
summe of xl. poundes the said C. A. hath put the sayd  
J. K. in full possession and seisin by the payment and deli-  
verie of xij. pence of lawfull English money being parcell  
of the said rent unto the sayd J. K. at the instant and  
delivered hereof. (E) And the said C. A. doth further co-  
venant for hym, his heires, executors and administrators  
with the said J. K. his heires and assignes by these pre-  
sents, that he the said C. A. shall well and truly pay or  
cause to be paid unto the said J. K. his heires and as-  
signes verely the said annual rent of xl. poundes, and eve-  
rie part and parcell thereof, in or upon every of the said  
least dayes before mentioned, or within twentie dayes  
next after every of the said least dayes, at or in the said  
now dwelling or mansion house of the said J. K. at so-  
foresaid within the said Countie of Derby. (F) And the  
said C. A. doth further covenant for him, his heires and  
assignes with the said J. K. his heires, executors and as-  
signes by these presents, that he the said C. A. is the day  
of the date hereof lawfully seised of a good and perfect es-  
tate of inheritance in fee simple, of and in the said messu-  
ges, lands and premisses, and every part and parcell there-  
of, and that the said messuages, lands and premisses, out  
of which the said rent of xl. poundes is granted, and eve-  
rie part and parcell thereof, at the day of the date hereof,  
or at, or before the said feast of Saint Michael the Arch-  
angel, which shalbe in the yere of our Lord God 1591.  
shalbe, and from thenceforth to remaine and continue  
free, exonerated, and cleerly discharged of other wyse sa-  
ved harmelesse by the said C. A. or his heires, executors or  
assignes, of and from all former bargaines, leases, titles,  
charges and incumbrances whatsoever. (G) One an-  
nuittie or rent charge of x. li. by yere, verely going south of  
certaine of the said landes and premisses called C. to K. S.  
and his heires. And one other annuittie or rent charge of xx.  
li. by yere, verely going south of the said landes & premisses



to the said R. S. his executors or assignes, from the third day of October next insuing the date hereof, for, and during the terms and space of seven yerres then next and immediately following fully to be complete and ended: and leases for yerres heretofore made not exceeding the number of 7, yerres from the date hereof, whereupon the accustomed perely rents or more are reserved: and the title of doctour of C. now wife of the said G. and the rents and services hereafter to be due to the chiefe Lord or Lords of the fee or fees thereof onely excepted and forpyssed. (H) And the said G. A. doth further covenant &c. that the said landes & premises befoze mentioned, out of which the said rent is granted are of the cleere perely value of xl. li. over and above all charges, annuities and repayres. And the said G. A. doth also covenant &c. (I) That he the said G. A. shall and will befoze the feast of Easter next insuing the date hereof, at the costes and charges of the said G. A. lewie a fine in due forme of law to J. C. and to R. C. and to the heires of one of them, of all and singular the said messuages, lands and premises, & of every part and parcel thereof, by the name and names of seven messuages &c. or by such or the like name or names in effect & meaning. By which said fine the said G. A. shall recognize the said tenements with thappurtenances to be the right of the said J. as those to which the said J. & R. have of the gift of the said G. and the same shall remise and quite claime from him the said G. and his heires, to the said J. and R. and the heires of the said J. for evermore. And further the said G. shall by the same fine graunt for him and his heires, that they shall warrant to the said J. & R. and theires of the said J. the tenements aforesaid with thappurtenances against all men for evermore: which said fine so to be lewied and perfected of the said landes and premises, by the name and names aforesaid, or by any other name or names whatsoever is meant and intended, and the said parties do accordingly conclude & agree for them and their heires: What the said fine and all & every other fine  
and

and fines, recovery and conueyance hereafter to be had, made or executed, by or betwene the said parties, or betwene the said G. A. and any other person or persons by the appointment or nomination of the said J. A. his heires or assignes of the said lands and premisses, or of any part thereof, shalbe to thuses behoofe, intents and purposes hereafter in this Indenture mentioned and expressed. And it is further concluded and agreed by and betwene the said parties to this Indenture for them and their heires, and eether of the said parties doth severally covenant and conclude to and with other their heires and assignes, That the sayd J. C. and A. C. and their heires, and all and eery other person or persons and their heires, that now be, or then shall stand or be seised of the said lands and premisses, or of any part or parcell thereof, shal from and immediatly after the said fine be perfected, stand and be seised of the said lands and premisses, to thes intents & purposes following. That is to wit, that if the said annual rent or summe of xl. li. or any part or parcell thereof, or the said summe or summes of xl. li. to be forfeited nomine Pene, or any of them at any time or times hereafter shall fortune to be arreare and unpaid by the space of forty dayes next after any of the said feastes, wherof the same annual rent ought to be payed at the place before mentioned: That then and from thenceforth, and at all and eery time and times, and from time to time it shall & may be lawful to the said J. A. his heires and assignes into the said messuages, lawes & premisses out of which the said rent is granted and ouer p art and parcel thereof to enter, and the same & eery part thereof, to haue, and enjoy, and the rents, issues & profits thereof conuoying and asplyng to receiue and take, & the same to doo, done and keepe to his and their owne use, without any accompt taking thereof to the said G. A. his heires or assignes, and to use and occupy the said lands and premisses to his and their owne use and benefit, untill such time and times as the said annual rent of xl. li. and charges thereof together with the

the said summe of summes to be forsaited nomine Penē, if any such be, unto the said J. K. his heires or assignes shall be fully from time to time paid by the said W. A. his heires or assignes or some of them, according to the true meaning of these presents, and that after payment of the said annuall rent of xl. li. & of the said summe or summes to be forsaited nomine Penē, if any such shalbe, & of every part and parcell of the said rent and penalty, when & as often as they or any of the shal fortune to be behind in some aforesaid had and made unto the said J. K. his heires and assignes with charges thereof (if any such be,) The said fine and all and every other assurance to be had or made of the said lands & premises, or of any part thereof, by thappoyntment & nomination of the said J. K. shalbe deemed & taken to be to the use & behoofe of the said W. A. his heires & assignes for ever, with this condition, limitation & purpose. That it shal and may alwaies be lawfull to the said J. K. his heires and assignes to enter into the said lands & premises out of which the said rent is granted for default of payment of the said annuall rent by the space of xl. daies, at all & every such time & times as h̄ same shalbe arrere, & to take & receive the issues & profits, use & occupation of the said lands & premises until he or they be paid the same annuall rent with charges thereof, & the said summe or summes to be forsaited nomine Penē (if any be) & every part thereof from time to time according to the meaning of this Indenture. (K) And h̄ said W. A. doth furthermore covenant &c. that he the said W. A. & his heires, shal & will from time to time at all times hereafter, when & as often as he or they, or any of them shalbe thereunto reasonably required by the said J. K. his heires or assignes within the time & space of v. yeres next ensuing the date hereof, do, execute, acknowledge & make, or cause and suffer to be done, executed, acknowledged & made all & every such further act & acts, thing & things of assurance, devises & assurances whatsoever, as shalbe reasonably devised or advised by the said J. K. his heires or assignes or by his or their counsell

counsell for the further & better assurance, surety & sure making of the said annual rent of xl. li. unto the said J. K. his heires & assigns according to the effect & true meaning of these presents: At the costs & charges in the law of the said C. A. So that the said C. be not compelled to travel above xx. miles from the place where he now dwelleth for the making or doing of any such further assurances. (L) Provided also maies and it is concluded and agreed by and betwene the said parties to this Indenture for them their heires and assigns, That if the said C. A. his heires, executors, administrators & assigns or any of them do wel & truly content & pay, or cause to be contented & payd unto the said J. K. his executors or assigns, the summe of 300. li. of lawfull English money, in or upon the feast day of S. Mich. tharch. which shalbe anno Domini 1599. at or in the noyn mansion house of the said J. K. at S. aforesaid, Betwene the houres of x. of the clocke in the forenone, and foure of the clocke in the afternone of the same day. That then & from thenceforth this present grant and all and every clause and article herein contained, and the bands for further assurance and imoring of the said annuall rent, to be utterly boyd and of none effect: the sayd fine or other conueyance to be made of the premises, by the appoyntment of the sayd J. K. notwithstanding. (M) Provided also, that if the said C. A. his heires, executors or assigns, do make default in payment of the sayd summe of CCCC. li. upon the said feast day of S. Mich. tharchangell, which shalbe in the sayd yere of our Lord God 1599. at the place aforesaid, where by the said annuall rent of sixty pounds, by the true meaning of this Indenture, is to continue to the sayd J. K. and his heires: yet neuerthelesse the sayd J. K. is contented and accordingly doth covenant and conclude for himselfe. That if the said C. A. at any time during his naturall life, and during the life of the said J. K. together shall be minded that the sayd yerely rent or summe of xl. li. shall cease and haue no further being or continuance and thereupon the



the said C. A. during the life of him and of the said J. K. do by his writing under his hand and seal, sealed in the presence of three or mo substantiall and credible witnesses, upon eyther of the said feast daies giue notice or warning vnto the said J. K. at his now mansion house at S. aforesaid, That he the said C. is minded that the said pere prent or summe of xl. li. shall cease and haue no further being or continuance, and also do well and truly pay or cause to be payd vnto the sayd J. K. or his assignes the summe of foure hundred pounds of lawfull English money, at or in the said now dwelling house of the said J. K. at S. upon the feast day or day of payment next after such warning or notice giuen with the halfe yer'es rent that shall be due vpon the same feast day: That then and from thenceforth after such payment of the said summe of CCCC. li. had & made in maner and forme aforesayd, and vpon the payment of the sayd halfe yer'es rent, which shalbe due at the end of the sayd halfe pere, the sayd perely rent of xl. li. to cease and be determynd. And the sayd clause of distresse, and all and euery other article, thing and grant herein mentioned for giuing any benefit to the sayd J. K. his heires or assignes: And the sayd bondes for further assurance or conueyance of the sayd annuall rent of fortie pounds, to bee utterly voyd and of none effect: any thing in these presents befoze mentioned to the contrary hereof in any wise notwithstanding. (N) And lastly it is agreed betwene the sayd parties for them and their heires, and eyther of the same parties doth senerally conclude and couenant, to and with the other partie and their heires that the said fine befoze mentioned, and all and euery other fine and fines, act and acts, thing and things, conueyance and assurance hereafter to be had, made or suffered by, or against the said C. A. of the said lands and premisses, or of any part thereof, shall be to thuse, intent and true meaning of these presents, and vpon condition & conditions herein mentioned, and to none other vse, intent or purpose. In witnes wherof the

the parties aboue named to these present Indentures interchangeably have put their hand & seales the day and yere first aboue writtten.

Sec<sup>d</sup> 199. *¶ Concessio annuitat<sup>is</sup> pro seruicio.*

(A) **O**Mnibus &c. Sciatis me praf. T. G. ex certa scientia & mero motu meo, ac intuitu boni obsequij & seruicij mihi per S. R. & I. vx. eius seruient<sup>es</sup> meos ante hęc impensi, dedisse &c. ad festa &c. equis portionibus annuatim soluend<sup>is</sup>. Habend<sup>is</sup> & tenend<sup>is</sup> prædictā annuitatem siue annual<sup>is</sup> redit<sup>us</sup> xl. s. in forma prædict<sup>is</sup> soluend<sup>is</sup> præfato S. & I. vx. eius durā<sup>te</sup> vit<sup>is</sup> natural<sup>is</sup> ipsorum S. & I. & eorum vtriusque diutius viuent<sup>is</sup>. (15) Et si contingat prædictā annuitatem &c. Prouiso semper quod si præd<sup>is</sup> S. R. & I. aut eorum alter obire contigerit, Quod tunc & deinceps solutio medietat<sup>is</sup> dict<sup>is</sup> annuitat<sup>is</sup> xl. s. totaliter cessabit: Aliquo superius memorat<sup>is</sup> siue in hoc present<sup>is</sup> script<sup>is</sup> meo specificat<sup>is</sup>, in contrarium quomodo non obstant<sup>is</sup>. In cuius rei &c.

Sec<sup>d</sup> 200. *¶ A grant of annuitie for terme of life, pro cons. & auxilio.*

(A) **O**Mnibus &c. Sciatis me pf. I. dedisse &c. T. M. pro bono consilio suo & ingenti auxil<sup>io</sup> suo mihi in mea necessitate impens<sup>is</sup>, quand<sup>is</sup> annuitat<sup>is</sup> siue annual<sup>is</sup> redit<sup>us</sup> xxx. s. legalis monetę Ang<sup>lie</sup>. Habend<sup>is</sup> & percipiend<sup>is</sup> præd<sup>is</sup> annuitat<sup>is</sup> siue annual<sup>is</sup> redit<sup>us</sup> eid<sup>is</sup> T. durā<sup>te</sup> vita sua, de exitibus, proficiuis, firmis & emolumentis manerij mei de S. in com<sup>itatu</sup> E. ad festa Paschæ & S. Mich. arch. equis portionibus soluend<sup>is</sup> tam per manus suas proprias quā per manus balliuorum, receptorum, firmatiorum, siue tenantium manerij prædict<sup>is</sup> pro tempore existe<sup>ntis</sup>. Et si contingat &c.

Sec<sup>d</sup> 201. *A grant of annuitie made by a parson of a church to indure so long as he shal be Parson.*

(A) **O**Mnibus ad quos &c. I. H. clericus rector ecclesię parochialis de L. in com<sup>itatu</sup> S. salutē: Sciatis me praf. I. pro bono consilio mihi per R. I. impens<sup>is</sup>, dedisse, con-

concessisse, & hoc presenti scripto meo confirmasse eidem R. quandam annuitatem siue annualem redditum xx.s.habend' & percipiend' præd' annuitat', siue annualem redditum præf.R. quamdiu ego præd' I. rector ecclesiæ præd' extitero, Soluend' annuatim ad festa Paschæ & S. Mich. arch. per æquales porciones. Et si contingat dictam annuitatem &c. Dat' &c.

Sect' 202. *I A grant of annuitie with condition that the wife shal claime no dower.*

(A) **O**Mnibus &c. Sciatis me præfat' H. dedisse &c. H. M. &c. primo die solutionis inde incipiend' ad tale festum festor prædict', quod post mortem mei præd' H. primò & prox. euenierit. Habend' & percipiend' præd' annuitatem siue annual' redit' xx.li. ad festa præd' in forma præd'. Soluend' præf. T. B. execut' & assign' suis pro termino vite cuiusdam R. modò vxor' mei præd' H. ad opus & vsum ipsius R. ad terminum vite sue, pro & in considerac' & nomine totius dotis ipsius R. Habend' de omnibus illis manerijs, terris & tenements, quæ nuper fuerunt vel modò sunt mei præd' H. (B) Et si contingat præd' annuitatem siue annual' redit' xx.li. vel alicui' inde parcell' aretrò fore post mortem mei ipsius H. ad aliquod festum &c. Prouiso semper quod si prædict' R. seu aliqua alia persona siue persone eius nomine & per eius assensum, actum, vel procuracionem, aliquo tempore post mortem dicti H. aliquod ius, titulum, clameum aut demand' nomine dotis sue, de & in præd' manerio, terris, tenentis & ceteris premisis, aut in aliqua inde parcella habere clamauerit, seu demandauerit quouismodo, quod extunc & ex inde solutio præd' annuitatis siue annual' redit' præd' xx.li. aut alicuius inde parcell', cessabit, & ista præd' concessio eiusd' deinde cessabit & frustrabit, hoc presenti scripto meo, siue aliqua re siue materia in eodem presenti scripto in contrariis specificat' seu expressa in aliquo non obstante, In cuius rei &c.

*Sect 103. A grant of annuitie made to a woman, to be-  
gin after the death of her husband  
upon condition.*

(A) Omnibus &c. W. R. &c. Sciatis me pref. W. in cō-  
plementum quorundam conventionum, con-  
cessioñ & agreamentorum contentē & spec in quibusdā  
indenturis, quarū datum est vltimo die Maij anno regni  
regis H. viij. xxx. fact' inter T. P. de E. in cōm præd' yeo-  
man ex vna parte, & me præfat' W. R. ex altera parte: de-  
disse, concessisse,, & hoc presenti scripto meo indentato  
confirmasse M. vx. dicti T. quand' annuitat' siue annualē  
red' iij. marca' exeūt de & in oībus illis trīs & teñ meis  
cum pertiñ in E. & C. &c. Habend' & p̄cipiend' p̄d' an-  
nuitat' siue annualē redit' quatuor marcarum præf. M. &  
alsign' suis pro term̄ vite dictę M. Soluend' annuatim ad  
duos anni term̄, viz. ad festa annunciationis beatę Marię  
virginis & S. Mich. arch. per equales porcioñ in ecclesia  
parochiali de S. præd'. (B) Et si contingat prædict' an-  
nuitat' &c. (C) Prouiso semp q' ista p̄d' concessio annui-  
tatis siue annualis redditus quatuor marcarū non capiat  
aliquem effectum, nec alicuius sit valoris durante vita  
dicti T. P. sed immediate post mortem ipsius T. Et quod  
prima inde solutio erit ad primum festum festorū præ-  
dictor' prox. accedēt post mortem ipsi' T. Prouiso etiam  
semper q' si dicta M. aliquo tempore post mortem dicti  
T. aliquod ius, titulum, clameum, aut demand' nomine  
dōtis siue iuncture sue, de & in præd' terris & teñtis, seu  
in aliqua inde parcella, per se ipsam siue p̄ aliquam aliā  
personam clamauerit aut vindicauerit quouismodo, q'  
tunc & extunc solutio præd' annuitatis seu annualis re-  
dit' quatuor merca' præd' & cuiusque inde parcellę ces-  
sabit, & ista præd' concessio eiusd' deinceps cessabit &  
frustabitur: aliqua res siue materia in hoc presentē scriptē  
in contrā specificata seu expressa non obstante. In cuius  
rei &c. *vel sic.* (D) Prouiso etiam semp q' si p̄d' M. aliquo  
tempore post mortem dicti T. pretextu alicuius iuris, tit,  
clamei



clamei aut interesse pro, aut in nomine dotis seu iuncturę suę, placitauerit, clamauerit siue expulerit quouismodo præd' W. R. hered' vel assign' suos pro aut de præd' terris & tenementis seu aliqua inde parcella, quod tunc & extunc illa præd' solutio præd' annuitatis siue annuallis redditus &c. *vt supra*. In cuius rei testimonium vtrique parti huius presentis scripti mei indentati sigillum meum apposui. Dat' &c.

Sect' 204. ¶ *A grant of annuitie to the use of a woman to begin after the death of the grantour.*

(A) Omnibus &c. T. P. &c. Noueritis me præf. T. P. dedisse &c. I. M. & W. R. quandā annuitatē siue annualem redditum quadraginta solidorū exeunt de omnibus terris & tenementis meis in S. in com' E. Habend' & percipiend' prædict' annuitatē siue annualem redditum p. fatis I. & W. & assign' suis pro termino vitę A. K. & ad vsum ipsius A. K. pro termino vitę suę, quam ego prædict' T. propon' (diuina gratia) habere in vxor' meā: Soluend' annuatim ad festa P. & sancti M. per equales portiones: Primo termino solutionis inde incipiente ad illud festū festorū præd' quod prius acciderit post mortem mei prædicti T. & non antea. Et si contingat prædictum &c. In cuius rei testimon' &c.

Sect' 205. ¶ *A grant of annuitie for terme of life, pro consilio impend' &c.*

(A) Omnibus &c. N. W. &c. Sciatis me præfatum N. dedisse, concessisse, & per presentes confirmasse T. W. de nouo templo London' gener' pro consilio suo impenso & impofterum impend', quandam annuitatem siue annualem red' tredecim solidorū, iiii. d. exeunt de omnibus terr', ten', & hered' meis in S. in com' E. Habed', tenend', & percipiend' præd' annuitatem, siue annualem red' præf. T. ad term' vitę suę, soluend' annuatim ad festa P. & S. Mich. arch. per equales porciones, Et si contingat &c. Dat' &c.

(13) *Nota si homo ne voile que son per son soit charge de cest annuitie, mes tant seulement son terre, donques doit auer cest clause en le fine de son fait. Prouiso semper quod present scriptum, nec aliquid in eo specificatum non aliquo modo se extendat ad onerandum personam meam per breue annuitatis, seu alio modo quocumque, sed tantummodo ad onerandum terras & tenementa mea predicta de annu- ali redditu predicti &c. donques le terre est chargee & le person dis charge &c.*

Sect. 206.

*A grant of a fee or chiefe reys with the homage and service.*

(A) **S** Ciant presentes & futuri, quod ego W. H. dedi, concessi, & hac presenti charta mea confirmaui.

R. M. totum reddit. meum de xxx. s. homagium & liber seruitium exeuntia de vno tenemento & quatuor virgatis terr. I. S. in Dale, cum omnibus pertinen: Quod quidem tenementum & quatuor virgata terre quondam fuerunt E. S. Habend' & percipiend' predict' redditum xxx. s. homagium & liberum seruitium cum suis pertinen' exeuntia de predicto tenemento, cum quatuor virgatis terr., pref. R. W. heredib' et assignat' suis in perpetuum.

(15) Soluendo, faciendo & reddendo eisdem modo & forma, sicut predictus I. S. & eius antecessores mihi & antecessoribus meis facere, soluere, & reddere consueuerunt. Et si contingat predict' redditum xxx. s. arretr' esse non solut' in parte vel in toto ad aliquod festum quo solui debeat, extunc bene liceat prefato R. W. heredibus & assignat' suis in predicto tenemento & 4. virgatis terr. cum pertinent' intrare & distringere, & districtiones ibidem inuentas capere, abducere, effugare, asportare, & penes se retinere, quousq; de toto pref. redditu cum omnibus inde arreragijs, si que fuerint, sibi plenarie fuerit satisfactum & persolutum. In cuius rei testimonium &c.

Qj

Sect.

Sec<sup>o</sup> 207. *A Grant of annuities for ministration  
of Gods service.*

(A) R. Ex omnibus ad quos prefetes literę peruenierint salutem. Sciatis qđ nos intuitu charitatis, dedimus & concessim<sup>us</sup> dilecto subdit<sup>o</sup> nro T. S. capellani pro ministratione diuini serui<sup>o</sup> infra capell<sup>am</sup> sancti G. de H. infra dominium de W. ac adorand<sup>um</sup> p nobis & precharissima conforte nra Regina, exituq; nostro, quandā annuitatē x. marcar<sup>um</sup> sterl<sup>o</sup>. (13) Habend<sup>um</sup> & percipiend<sup>um</sup> annuatim durāte vita sua de feod<sup>o</sup> firm<sup>o</sup> dñij nostri vocat<sup>um</sup> N. infra com<sup>itatu</sup> hñu E. p manus vicecom<sup>itis</sup> firmari<sup>o</sup> seu alior<sup>um</sup> occupator<sup>um</sup> eiusd<sup>em</sup> p tempore existēti, ad festa S. Mich. arch. & P. p<sup>er</sup> equales porciones : Aliquo actu, ordinatione seu statut<sup>o</sup> inde in contrar<sup>io</sup> fact<sup>o</sup> non obstant<sup>ur</sup>. In cuius rei &c.

*¶ An annuities or yerly fee, giuen to a servant  
for promotion of a marriage.*

(C) Christianis vniuersis presens scriptum inspecturis siue audituris R. M. Armigen, salutem in auctore salutis, & fidē indubiam presentib<sup>us</sup> adhiberi. Cum nonnulla spes matrimonij inter R. A. famulū meum, & A. O. (annuente Deo) futuri affulget, Scitote me eundem R. (vt qui commodum & vtilitatē dicti famuli mei propter obsequium mihi in famulatu suo ingenuē & diligenter prestitum plurimum auctare velim, quo commodius inter eos viueretur,) dedisse, concessisse, & hoc presenti scripto meo confirmasse pref. R. A. & A. quandam annuitatem siue annualem redditum x. li. bonę & legalis monetę Anglię exeunt<sup>is</sup> de maner<sup>io</sup> meo de M. cum pertinentijs in com<sup>itatu</sup> Wigorn<sup>ie</sup>. (14) Habend<sup>um</sup>, gaudend<sup>um</sup>, & percipiend<sup>um</sup> dictam annuitatem siue annualem redditum x. li. eisdem R. A. & A. & eorum vtriq; diutius viuenti & assignatis suis, durante vita mei pref. R. ad festa S. Mic. & Annunciationis, equis porcionibus singulis annis solvend<sup>um</sup>. (15) Et si ac quotiens contingat &c. plenariē fuerit satisfactum & persolutum vnā cum dampnis & expensis suis in ea pre sustinendis. (16) Prouiso semper quod

quod si dict' nuptie non successer, nec consummate fuerint, aut si iidē R. A. & A. per me aut mea causa aliquo modo potui fuer' siue obtinuerint, aut promoueri siue obtinere possint, aut eorum alter potest aliquam annuitatem seu annualem redditum, terras, tenita seu hereditamenta, aut aliquam certitudinem victus habend' eis durante vita mea, annui valor x. li. aut maioris, qd' extunc prorsus scriptum penitus irritum erit, pramissis non obstantibus. In cuius rei testimonium &c.

Sect' 208. ¶ A GRANT for the assuring of an annuity out of lands.

(A) THIS Indenture made ec. between A. C. ec. and J. C. ec. on the one partie, and B. P. ec. on the other partie, Witnesseth that the said A. C. adwel for and in consideration of the full summe of one thousand poundes of ec. As also for diuers and sundry other good causes and reasonable considerations him especially mouing, hath giuen and graunted, & by these presents both giue & grant for him and his heires vnto the said B. P. his executors ec. one annualltie of an C. poundes of ec. by yere by the said A. C. bys heires ec. from thenceforth verely to be paid to the said B. P. his executors, administrators or assignes, by and during the whole terme of thre score yeres fully to be complete and ended, at the usuall place of receiptes and paymētts of money, situate in the west end of the Rotal exchange in L. at two equal payments in every yere: That is to say, on the last day of M. fiftie poundes of ec. and on the last day of P. fiftie poundes of like ec. The first payment thereof to begyn and be made on the last day of May next insuing the date hereof, And so from thenceforth the same annualltie to haue continuance and to be verely paid vnto the foresaid B. P. his heires ec. vpon the said dayes at the place aforesaid, during the said whole terme of thre score yeres fully to be complete and ended; (B) And the said A. C. for him ec. doth covenant ec. That if and as often as it shall happen the said annualltie of C. li. or any

part



part or parcell thereof to be behind unpaid by the space of xxij. daies, ouer or after the said last day of M. or the last day of P. or ouer or after either of them: That then and so often as it shall so happen during the terme aforesaid, the said A. C. his heires &c. shall forfeit and lose to the said R. M. his &c. the summe of xx. Markes of &c. in the name of a paine. And then and so often shall make full and true payment to the said R. M. his &c. at the place aforesaid, as well of the said xx. Markes in the name of a paine, as of that part of the said annuittie of one hundred poundes, wherof default shalbe made, as aforesaid, within vi. monethes next after such default made, on the last day of May, or last day of P. as is aforesaid. (C) And for the considerations aforesaid, and for a good & certaine wiertie and assurance to be had and made to the said R. M. his &c. of and for the said annuittie of C. li. to him and them well and truly to be paid every yere during the said whole terme of lx. yeres, according to the purport and true meaning of these presents: They the said A. C. and J. C. for them &c. do covenant &c. that they the said A. C. and J. C. by fine or fines to be duely knowledged & leuied before the Justices of the M. Maistries Court of common places at Westminster, before the 1. day of M. next insuing the date of these presents with proclamations to be after had & made therupon, according to the order and course of the lawes & statutes of this Realme, shall & will sufficiently & lawfully convey and assure to H. F. & H. D. the younger, and the heires of one of them, al that the manor & Lordship of G. with all & singuler &c. whatsoeuer, with all and singuler their appurtenances, scituate, lying, being, arising, happening, renewing, growing or coming in the towne, parish, fields or hamlets of G. or els where with in the said countie of L. to the said manor or Lordship of G. belonging, or in any wise appertayning: or occupied, bled, demised or leased, to or with the same: or esteemed, taken, reputed, accompted or knowen as part, parcell, or member thereof, or of any part or parcel thereof. And all and

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singular other messuages, milles, landes, tenements, mea-  
 dows, feedings, pastures, woodes, underwoodes, rents, re-  
 uersions, seruices, priuiledges, liberties, franchises, iurisdic-  
 tions, preheminences, and hereditaments whatsoever of  
 the said A. C. and J. C. or either of them, in the towne,  
 parish, fieldes or hamlets aforesaid, or in any of them, by  
 such sufficient and conuenient names and quantities as  
 shalbe requisite or meete: And with warrantie from them  
 and their heires against all persons: Which said fine or  
 fines so to be knowledged and leued shalbe. (D) And the  
 said H. J. and H. H. and their heires shall thereupon stand  
 and be seised of and in the said manor and all other the pre-  
 mises and euery part thereof, to the onely vse and behoefe  
 of them the said H. J. and H. H. & their heires vpon trust  
 and confidence neuertheles, and to the end and intent that  
 thereupon a good and perfect recouerie shall and may be had  
 of the said manor and other the premises against them  
 the said H. J. and H. H. by such persons and with such  
 bouchers ouer, and to such vses, intentes and purposes, as  
 hereafter in and by these presents is expessed and declared.  
 (E) And the said A. C. and J. C. for them and their heires  
 do further couenant &c. That before the xx. day of M. next  
 comming after the date of these presents a good and perfect  
 recouerie by writ of Entre sur disseisin in le post, accor-  
 ding to the vsual course of common recoueries for assurace  
 of lands shalbe lawfully and duely had in the said Court of  
 common pless, by H. A. R. C. and W. J. or the suruiuor  
 or suruiuors of them, against them the said H. J. and H.  
 H. or the suruiuor of them, of the said manor and all other  
 the premises, by such sufficient names and quantities,  
 as shalbe requisite and meete. (F) In which said action  
 the sayd H. J. and H. H. or the suruiuor of them being  
 then perfect and lawfull tenants or tenant of the sayd ma-  
 nor and other the premises, shall vouch to warrantie the  
 said A. C. And thereupon he the said A. C. shall forthwith  
 appeare

appeare and enter into warrantie, and shall vouch ouer to warrantie the said J. C. And therupon the said J. C. shall likewise forthwith appeare and enter into warrantie, and shall vouch ouer the common vouchée. And that a good and perfect recouerie and execution of the same shalbe lawfully had and suffered of the said manor and other the premises against the said H. F. and H. H. or the suruiuor of them with such vouchers as is aforesaid, according to the vsuall course and forme of common recoueries. (G) And it is further witnessed, declared, couenanted, condiscended, concluded, and fully agreed, by and betwene the said parties to these presents: That the said recouerie so to be had and suffered, as aforesaid, and all other recoueries, conueyances and assurances whatsoever after the sayd x. day of M. to be had, made, leuied, acknowledged or suffered by the said A. C. and J. C. or either of them of the premises, or of any part thereof, by any name or names whatsoever, and the full execution of them and euery of them shalbe, and shal bee adiudged and taken to be to the vse, intentes and purposes hereafter in these presents limitted, appointed, expessed and declared, and to none other vse, intent or purpose: That is to say, vnto the vse and behoefe of the sayd A. C. and the heires males of his bodie lawfully begotten: And for default of such issue, to the vse of the right heires of the said A. C. The same vse and estate so to continue onely vntill default shal be made of, or in payment of the said annuitie of C. li. before by these presents graunted, or of any part thereof, at the place aforesaid, vpon any the last day of M. or the last day of J. or either of them, And by the said space of sixe Monethes then next following, or of, or in payment of the said paine or penaltie of twentie Markes, or any part thereof, as aforesayd, contrarie to the true meaning of these presents, and from and immediatly after any such default in payment had and made, as is last aforesaid.

alsoresaid: When the said recoveries and other the assurances alsoresaid shalbe, and shalbe adjudged and taken to be to the onely and proper vse and behoefe of the said R. D. and of his heires and assignes, for, and during the whole terme of thre score yeres immediatly from and after such default of payment, as is alsoresaid, to be fully complete and ended, and to none other vse, intent or purpose. And from and after the end, determination or surrender of the sayd terme of lx. yeres, then to the vse and behoefe of the said A. C. and the heires males of hys bodie lawfully begotten. And for default of such issue, to the vse and behoefe of the right heires of the said A. C. for ever, as if no such default of payment had bine: Any thing or matter whatsoever to the contrarie thereof in any wise notwithstanding. (H) And the said A. C. and J. C. and either of them for their and either of their heires and assignes do covenant, promise and graunt, to and wyth the said R. D. his heires, executors and assignes, and eury of them by these presents, that at the time of the said recovery so to be had, the said W. F. and W. H. or the survyuor of them, shall stand and be lawfully seised of the freehold and inherytance of the said manor and other the premisses: And that the said manor and Lordship, and all and singular other the premisses in these presents mentioned with the appurtenances, and eury part and member thereof, from and after any default of payment by the space of five Monethes, contrarie to the tenor, force and effect of these presents, of or in the sayd annuitle, or any part or parcell thereof, shalbe and remaine vnto the said R. D. his heires and assignes, for and during the said terme of lx. yeres free and clere, and freely and clerely acquyted and discharged, or otherwys from time to time vpon reasonable request well and sufficiently saued & kept harmelesse by the said A. C. his heires &c. of and from all maner of bargaines, sales grants, statutes marchant, & of the staple, recognisances,



jointures, dowers, fines, willes, issues, intasles, iudgements, executions, arrerages of rents, And of and from all, and all maner of other charges, titles, troubles and incumbrances whatsoever, had, made or done, or at any time before the perfect execution of the said recouerie to be had, made, done, procured or suffered: The chiefe rents and services to be due and payable to the chiefe Lord and Lordes of the fee or fees of the premisses in respect of their seigniories onelie, and all lawfull leases made of the premisses, or of any part or parcell thereof, for terme of lyfe or lyues, or xij. yeres, whereupon the old and accustomed yerely rents or more are or shalbe reserved and shalbe yerely payable after such default made to the said R. M. his heires and assignes, for and during the said terme of ix. yeres onelie excepted and forpyssed. (I) And further that from and after such default made, the said premisses shalbe and shal remaine and continue unto the sayd R. M. his heires and assignes, for and during the said terme of thre score yeres of the ful clere yerely value of one hundred and fiftie pounds of lawfull English money, ouer and aboue all charges and reppyses. And moreover that the said R. M. his heires and assignes, shall and may from thenceforth during the said terme of thre score yeres peaceably and quietly haue, hold and inioy all and singular the said manors and Lordship, and all other the premisses before mentioned, and every part, parcel and member thereof, without any let, trouble, suit, vexation, euiction, expulsion or interruption of any person or persons whatsoever (except before excepted.) (K) Prouided alwaies, that if the sayd A. C. his heires and assignes, shall make any such default in payment, as is aforesaid, so that the said R. M. his heires and assignes by reason of the same default, shall or may from thenceforth possesse, inioy, receiue and take, all and singular the rentes, revenues, issues and profits of all and singular the premisses wyth the appurtenances

the appurtenances according to the true meaning and pur-  
port of these presents: That the said annuities before by  
these presents granted, shall cease & determine. (L) And  
moreover the said A. C. and J. C. and either of them for  
their and either of their heirs and assigns do further co-  
venant &c. That they the said A. C. and J. C. their heirs  
and assigns, and all and every other person and persons  
having, claiming or pretending to have: or which of right  
ought to have, claim or pretend to have any estate, right,  
title, interest, use, possession, reversion, remainder, inheri-  
tance or demand of, in or to the premises, or any part, par-  
cell or member thereof, shall and will at all times and from  
time to time, from and after such default in payment, as is  
last before mentioned, during the space of v. yerres then next  
insuing, at the reasonable request, costs, charges and expen-  
ces in the law of the said R. M. his heirs &c. do, cause, know-  
ledge, procure and suffer to be done, acknowledged and execu-  
ted all and every such further, lawfull and reasonable act and  
acts, thing and things, devise and devises whatsoever, be it  
by deed or deedes inrolled or not inrolled, fine, feoffment,  
recouerie, release, confirmation with warrantie against all  
men, or without warranty, for the further more better and  
perfect assurance, sure making and comeyning of all and sin-  
gular the premises before mentioned and of every part,  
parcell and member thereof unto the said R. M. his heirs  
and assigns for and during the said terme of 60. yerres,  
without any condition, as by the said R. M. his heirs &  
assigns, or by his or their or any of their learned Counsell  
in the lawes shalbe reasonably devised or advised and re-  
quired. In witnesse &c.

Sec<sup>t</sup> 209.

*¶ Annuity by a Bishop.*

(A) **O**mnibus &c. G. P. Archiepiscopus Durham De-  
canus & capit ecclesie Cathedral' S. Patricij iux-  
ta Durham salutem &c. Noueritis nos prefat' G. Archiep  
Decan' & Capit' predict' ex vnanimi assensu & consensu  
nostris & voluntate totius Capit' dedisse, concessisse &  
hoc

hoc presenti scripto nro confirm de nobis & succ' nris W. F. gen' vnū annual' red' siue annuitat' viginti librar' legal' monet' &c. exeūt & exitur de oibus mess. terr', tenē, red', reuerc', seruic', decimis & oibus alijs reuerc' & emolumēt spiritual' ipsi<sup>9</sup> Archiep' vel Archiepiscopat' sui. (18) Habend' tenend' & pcipiend' p'd' annual' red' siue annuitat' xx. li. legal' &c. de oibus p'd' mess. &c. p'f. W. & ass. suis pro term' vite ipsius W. soluend' inde annuat' &c. ad festa P. & S. M. equis porcionibus, Et si contingat &c. *ut in alijs distinctionibus*: plenariē fuerit satisf. & p'solut'. In cuius rei testiū tā nos p'f. G. Epus Archiep' sigill' nru, quā nos p'd' Decanus & capit' sigill' nrum coie apposuimus. Dat' domo nra capit' &c. x. die &c.

Sect' 210. *A grant of annuitie for the releasing of a title into land, according to an award.*

(A) **O**Mnibus Christi &c. M. H. Salut' in dño sempiternā. Sciatis me p'f. M. H. in cōsiderac' cuiusdā sursum reddicionis & relaxationis mihi p'f. M. H. & cuidā I. B. mercator' & vtriq; nrum p T. C. & I. C. gen' & eor' vtrūq; fact' de toto titulo stat', clam', term', demand' & interesse, q' vel que ijd' T. & I. C. nup habuerint vel alit' eor' habuit de aut in maner' de F. cū ptiū in com' N. ac de & in oibus & singulis meis terr', tenē, & hered' cum eor' ptiū in F. H. & alibi in dicto com' N. que nup fuer' parcell' possess. siue hered' nup Abbathia siue priorat' de M. in com' G. seu q' abbathia siue priorat' dudū spectab. siue ptiū, ac in pformation' & iuxta effectū cuiusd' arbitrij p H. S. & W. B. mil' ac R. C. & B. C. gen' inde nup confect', dedisse, concessisse, & hac p'æsenti carta mea p'æs. M. H. confirmasse p'd' I. C. quandā annuitat' siue annual' red' v. li. bone &c. exeunt de p'd' manerio ceterisq; oib' p'd' rebus, terr', tenē alijsq; p'æmissis cum eor' ptiū. (C) Habend' pcipiend' & gaudend' p'd' annuitat' siue annual' red' v. li. p'f. I. C. exec' & assign' suis a festo S. M. Ar. & beatæ Mariæ virginis annuat' durante eod' term' equal' porcionibus soluend'. (D) Et si & quoties conting' p'd' &c. *ut in alijs district' &c.*

Sect'

5: 211. ¶ A Grant of safe conduit for yeres respitting debts.

(A) T All true Christian people, to whom these present letters shall come, A. B. of D. and E. F. Citizens of L. send greeting in our Lord God everlasting: Whereas G. H. Citizen of London in diuers summes of money to vs leuicrally is indebted, which summes of money the said G. H. is not, ne by likelyhood shall bee of abilitie to pay and content, vnlesse we giue or grant vnto him our fauour and respite in payment of the same. (B) Therefore knowe ye, that we the said creditors all aboue named, and euerych of vs moued with pitie, in consideration of the premisses, and of the good will and desire which the said G. H. hath to the contentation of the sayd dueties, haue giuen and granted, and by these presents giue and graunt vnto the same G. H. or by whatsoeuer name or addition that he be named or called, and so to all them which for the said G. H. to vs or to any of vs, standen or standeth bound or charged, our sure, free, and whole licence, libertie, and safe conduit, as much as in vs is. So alway that the sayd G. H. and all they which for him, or with him to vs stand bounden or charged, and other that be seruants and assignes of the said G. H. with all the goods, cattels, marchandises, debts, dueties, and other things of the same G. in all manner of places, freely, quietly, well and peaceably at their large and libertie, may and shall by day and night go, come, abide, soiozne, and dwell, passe and repasse in, to, or from any citie, towne, village or other place or places within this Realme of England, or els without. And all the same goods, wares, marchandises and all other things as bin aboue rehearsed, to dispose as it shall like and please the same G. and all those person or persons that with or for him to vs, or any of vs stand bound and charged at all times and seasons from the day of making hereof, vnto the end and terme of five yeres then next and immediatly insuing after the day and dayes of payment specified in the specialtie  
or



oꝛ specialties wherein the said G. oꝛ any other person oꝛ persons foꝛ the same G. in any wise standeth bound and charged vnto vs, and that we oꝛ any of vs shall in no wise pursue, arrest, attach, hurt, withhold, let oꝛ græue: noꝛ any other person oꝛ persons foꝛ vs oꝛ any of vs, oꝛ in the name of vs, oꝛ of any of vs, by auchoꝛitie, assent, will and agreement of vs oꝛ any of vs, the said G. oꝛ those person oꝛ persons, oꝛ any of them which foꝛ the same G. to vs oꝛ any of vs in any wise standeth bound oꝛ charged by their bodies as fugitiues, noꝛ other wise, noꝛ by their goods, cattels, merchandises, oꝛ any other things of theirs oꝛ of any of them foꝛ payment to be made to vs oꝛ any of vs, of our layde dueties, oꝛ any part oꝛ parcell of them, oꝛ foꝛ to finde to vs oꝛ any of vs, any other oꝛ better suretie oꝛ sureties foꝛ contentation and payment of the same our dueties, other then we oꝛ euerych of vs now haue and hath foꝛ the same payment of our sayd dueties oꝛ any other wise, during the terme aforesayd, by reason oꝛ occasion of any deed, accompt, receipt, trespassse, buying, selling, contract, oꝛ any other thing, matter oꝛ cause, oꝛ ground oꝛ cause whatsoeuer it be, befoꝛe the date of these presentes betwene vs oꝛ any of vs, and the sayd G. and those persons which with oꝛ foꝛ the same G. to vs oꝛ any of vs stand bounden, charged oꝛ chargeable, had, made, mouing, oꝛ depending.

(C) And if it happen within the sayd terme, any money oꝛ goods to be attached oꝛ arrested in the name of vs, oꝛ any of vs, oꝛ by any other person oꝛ persons in the hands of the said G. oꝛ of them oꝛ any of them which foꝛ him to vs, oꝛ any of vs standeth bound oꝛ be charged oꝛ chargeable by force of any bille oꝛ billes, plaint oꝛ plaintes, against them oꝛ any of them to be leuied oꝛ attained, that then we, he, oꝛ they of vs, in the name of whom any such bill oꝛ bills, plaint oꝛ plaints, shalbe made oꝛ affirmed, shal put in suretie foꝛ the said bill oꝛ bills, plaint oꝛ plaintes, and so utterly dissolve and discharge the same attachment and attachments when and as sone as we, they, oꝛ he of vs in the

the

the name of whom the sayd attachment or attachements shalbe made or affirmed, shall thereto duely be required by the sayd G. or by them or any of them which for him to be or any of be stand bound or charged, and every of them thereof we and every of be shall clerely discharge as often as any such occasion or cause shall happen to fall, during the time aforesayd. (D) And moreover wee all the creditors above specified, will and graunt and every of be for his owne part wollethe and granteth to the sayd G. by these presents, that if it happen the sayd George or theth, or any of them, which for him to be or any of be stand bound or charged in their owne persons, or in the person of them or any of them, or in or by the goods, chattels, or merchandise of them, at any time within the terme aforesayd, by be or any of be, or by any other person or persons, by the commaundement, will, procuring, authoritie, consent or knowledge of be, or any of be against the tenour, forme and effect of thes our present letters of safeconduct, in any wise to be arrested, sued, impleded, hurt, greued, attempted, vexed, or hindered, and thereof that after the forme abovesaid, be not deliuered nor defended, that then the sayd G. & those which for him to be or any of be stand bound or charged, and their heires and executors, by these presents shalbe for evermore quite and discharged against him or them or be by whom the sayd G. and those persons which for him to be or any of be stand bound or charged, shall so against the forme, tenour and effect of thes our present letters of safeconduct be attempted, vexed, or hindered, or any of them be attempted &c. and thereof not released, dissolued, nor defended, according to the forme abovesayd of all maner actions, suites, quarrels, challenges, recognisances, executions and demands, whatsoever they be, from the beginning of the world unto the day of such attempting, vexation, grise, or hindering. In witnesse &c.

Sec<sup>t</sup> 212. ¶ A Grant of egress & regress through grounds.

(A) **T**His Indenture made &c. between *A. H.* of *S. T.* tailor on the one partie, and *A. G.* of *S.* husbandman on the other partie, Witnesseth that where the said *A. H.* hath bargained and sold to the said *A. G.* and his heires for ever, two tenements &c. and the same *A.* for divers good considerations him now mouing, hath giuen, granted, and confirmed, and by these presents for him and his heires doth giue, grant, and confirme vnto the said *A. G.* his heires and assignes for ever, free liberty of ingresse, egress and regress for them, their heires and assignes, and for their seruants, at all times necessarie and conuenient to enter into the ground and gardeine plotte now in the tenure, possession and occupation of the said *A. H.* to repaire and amende the part of the sayd two tenements next adioyning vnto the sayd gardeine plot, either with timber worke, stoneworke, reeding, thatching, daubing or other wise. (B) And further the said *A. H.* for him, his heires, executors & assignes, covenanteth, granteth, condiscendeth, and agreeth by these presents, quietly to permitt and suffer the sayd *A. G.* his heires, executors and assignes, and all and euery of them together with his or their workemen at all times conuenient and needefull, to haue free ingresse and regress in and to the said gardein for the carping and recarriage of all such timber, stufte, stone, moister, clay, reede, or thatch which shalbe needefull at any time whensoever, for the reparations aforesayd, without the let, denpall or interruption of any person or persons by his assent, consent, procurement, prauie or comandement. (C) And further the said *A. H.* for him, his heires, executors, covenanteth, and free libertie giueth and granteth vnto the said *A. G.* his heires, executors and assignes, that he the said *A. G.* his heires, executors and assignes, shall and may, and that it shalbe lawfull to and for the said *A. G.* his heires, executors and assignes to set vp and reare any ladder or ladders, stage, poles, and stages with

in the said garden at all times needfull and convenient for  
 y<sup>e</sup> repairing of the part of the said two tenements adioyning  
 next the said garden plot, And the said K. G. for him &c.  
 covenanteth to and with the said K. G. his &c. that he the  
 said K. G. his heires or assignes, immediately after such  
 reparations so had, made, repaired and done, that without  
 fraud or coun, the said K. G. his heires, executors or as-  
 signes, shall within two dayes then next insuing the end  
 of any such worke, and reparations made and done in and  
 upon the said tenementes: make cleane the said garden  
 plot so anoyed, at any time by him or his workemen in the  
 time of his said reparations, and the soyle thereof to carry  
 away, or cause to be carried away, out and from the said  
 garden plot, at the only costes and charges of the foresaid  
 K. G. his heires, executors and assignes. In witnesse  
 whereof &c.

*for the*

Sect 213.

*A grant of the Wardship by the  
 Queen.*

(A) **R**EX omnibus ad quos &c. Salutem &c. Sciatis  
 q<sup>d</sup> nos de gratia nra speciali ac certa scientia &  
 mero motu nostris dedimus & concessimus ac per pre-  
 sentes quantum in nobis est damus & concedimus di-  
 lecto & fideli subito nostro T. F. generoso custodiam om-  
 nium & singulorum maneriorum terrarum & tenemen-  
 torum, reddit, reuerce, seruic' vis. franc' pleg', libertatum,  
 aduocacion' patronat' ecclesie capit' Cantuar', priorat',  
 feod' milit', & omnium aliorum hered' quorumcunque  
 cum omnibus suis pertine in A. & alibi infra terram nostr' Hibern' que nup fuerunt R. B. de D. defuncti aut ali-  
 cuius alterius siue aliquorum aliorum ad eius usum seistiti  
 vel seistorum, & que per finem post mortem ipsius  
 R. B. ratione minoritatis E. B. filij & heredis mas-  
 culi de corpore predict' R. B. exeunt vel ratione cuius-  
 dam actus parliament' vel aliquo alio modo quocunque  
 siue ratione minoritatis dict' E. ad manus nras deueniunt  
 siue



sive deuenire debuerunt, ac in manibus nostris iam existunt aut existere debent, ac quouismodo in futurum ad manus nostras deuenient aut deuenire debent per finem E. R. vxoris dicti R. ratione minoritatis dicti E. nec non custodiam & maritagium dicti E. absque disparag'. (B) Habend' & tenend' custodiam omnium & singulorum maneriorum terrarum tenementorum & ceterorum premissorum vna cum maritagio eiusdem E. eid' T. F. executi & administrati suis durante minoritate dicti E. & quousque idem E. ad suam plenam & legitimam etatem peruenerit & in manibus suis fore contigerit, & quousque legalis liberatio predictorum maneriorum, terrarum tenementorum & ceterorum premissorum facta fuerit secundum cursum concilij terre nostre Hibernie. (C) Reddend' inde nobis hered' & successor' nostris annuatim ad scaccarium nostrum Hibernie predict' ad festum S. Iohannis Baptiste x. li. legalis monete terre nostre predict'. Et si contingat predict' E. obire antequam ad suam plenam & legitimam etatem peruenerit, & antequam idem T. F. executores vel assignati sui effectum maritagij sui accepit vel acceperunt herede suo vel heredibus suis infra etatem existente vel existentibus, tunc de vberiori nostra gratia damus & concedimus prefat' T. F. executi vel assignati suis custodiam omnium terrarum, tenementorum & ceterorum premissorum cum omnibus suis pertinen(t)is (vt predict' est) ac custodiam & maritagium heredis vel heredum infra etatem existentis vel existentium durante minoritate huiusmodi heredi, & sic de heredibus in heredes, quousque alius, aut huiusmodi haeres ad plenam & legitimam etatem peruenerit ac quousque idem T. executi seu assignati sui effectum maritagij vnius eorum accepit vel acceperunt absque aliquo alio compoto seu aliquo alio reditu nobis, heredi vel successoribus nostris reddendo soluendo aut faciendo. Insuper ex abundanti gratia nostra damus & concedimus eidem T. F. custodiam omnium maneriorum ter-

terrarum, tenementorum, & ceterorum hereditamentorum quorumcunq; que ad manus nostras deuenient, seu deuenire debent, ratione custodiæ terrarū & tenementorum prædictorum, ac ceterorum præmissorum, vel ratione minoritatis præd' E. eo qd' expressa mentio &c.

Secl' 214. ¶ *A Grant of a Ward within age.*

(A) O Mnibus Christi fidelibus ad quos præsens scriptum peruenerit I. Comes Oxoniensis salutem.

Sciatis me præfat' Comitē pro quadam pecuniæ summa mihi per T.M. generosum præ manibus solut', dedisse, & per præsentē concessisse eidē T. custodiam W. B. filiz & hæred' R. C. iam defuncti, ac omniū terrarum, tenementorum & hereditamentorū quæ ad manus meas deuenire poterint ratione minoris ætatis eiusdē W. post mortem dicti R. qui de me tenuit die quo obiit p' seruitium militare

(B) Habendum & tenendum custodiam prædictam ac maritagium prædict' W. præf. T. & assignatis suis, quousq; dict' W. ad plenam ætatem viginti vnus annorum puenerit, & quamdiu in manib' meis fore contingerent seu remanere deberent. (C) Et si contingat præd' W. obire anteq̃ ad plenam ætatem viginti vnus annorum peruenerit, hæred' suo infra ætatem existentē, tunc sciatis me præfat' Comitē pro consideratione præd' dedisse, & per præsentē concessisse præf. T. custodiā eiusdem hæred' ac omnium terrarū, tenementorum & hereditamentorum præd', vnā cum maritagio eiusdā hæredis, & sic de hæred' in hæred' quousq; vnus eorū ad plenam ætatem viginti vnus annorum peruenerit. In cuius rei testimonium huic præsentī scripto meo sigillū meum apposui. Dat' &c.

Secl' 215. ¶ *An Admonition of a benefice granted by a Baron, Knight, or Esquire &c.*

(A) O Mnibus Christi fidelibus, ad quos præses scriptum peruenerit, A.P. dominus P. aut A.B. Miles, vel armiger, verus & indubitatus patronus rectoriæ ecclesiæ parochialis de N. Eboracen' diocesis, salutem in

R j

domino

domino sempiternam . Noueritis me præfatum A. dedisse, concessisse, & hoc præfenti scripto meo confirmasse dilect' mihi Christophero P. & Ed. L. generosis, coniunctim & eorum alteri per se diuifim, executoribus & assignatis suis, primam & proximam aduocationem, donationem, nominationē, præfentationem, liberamq; dispositionem prædictæ rectoriæ ecclesiæ parochialis de N. Volens, & hoc præfeti scripto meo concedens, quod benè liceat & licebit dicto Christ' & Edmūdo coniunctim & eorum alteri per se diuifim, executoribus & assignat' suis ad prædict' Ecclesiam quandocunq;, quomodo-cunq; & qualitercunq; per mortem, resignationē, priuationem, cefsionem, permutationem, diuifionem, siue quocunque alio modo, primo & proximo vacare contigerit, aliquem vnum virum honestum & literatū præfentare, cæteraq; omnia quæ ad patroni munus seu officium spectant perficere pro huiusmodi prima proximaq; vacatione tant, adeo plenè & integrè sicuti egomet ea in parte facerem si hoc præfens scriptum meum fact' nimirè fuisset. In cuius rei testimon' huic præfenti scripto meo sigillum meum ad arma apposui. Datum secundo die Iunij, Anno domini millesimo quingentesimo quadragesimo prim', Et ann' regni domini nostri H. octau' dei gratia Angl' &c. tricesimo quarto.

*An Aduowson of a Deanry, Prouostship or Mastership of a Colledge by the king.*

(13) **R**EX omnibus ad quos &c. salutem. Sciatis quod nos ex gratia nostra speciali, certa scientia & mero motu nostris, dedimus & concessimus, ac tenore præfentium damus & concedimus dilectis subditis nostris A.B. & C.D. armig', primam ac proximam aduocationem &c. Decanatus, Prepositure, magistri siue prefecture collegij nostri de N. in comitatu nostro M. Habendum *ut supra.*

*An*

*An Aduowson of a Parsonage or Vicarage  
graunted by the King.*

(C) **R**Ex omnibus ad quos &c. salutē. Sciatis qd' nos ex speciali gratia nra, certaꝓ; scientia, dedimus & concessimus, ac p pŕesētes damus & concedimus dilectis seruientib' nris A.B.& C.T.Milit', primam proximamq; aduocationē, donationem, collationē, pŕesētationem, liberamq; dispositionem ecclesię parochialis (or *if it be of a Vicarage*) vicarię ppetuę ecclesię de N.in com nro Kanc', Cantuarien' diocel' & nri patron' pleno iure existent', *vel* in iure coron' nre, *vel* ratione Ducat' nri Lanc', *vel* ex cōcessione A.B.hac vice tātum &c.Habend' & tenend' pŕed' primā proximamq; aduocationē, donationē, collationē, pŕesētationem, liberāq; dispositionē pŕef.A.B. & C.D. coniunctim vel diuisim, aut eorū assignat', & eorum cuilibet, pro vnica & pxima vacatione eiusdē duntaxat.Ita qd' benē licebit eisdē A.B.& C.D. coniunctim vel diuisim aut eorū assignatis, seu eorū cuilibet aucthoritate pŕesentis doni & concessionis nre vnū aliquē idoneū virum ad dictā ecclesiam diocefano eiusdē aut alteri iudici in ea pte competēti pŕesentare, cū primo & proximi pŕefata ecclesia (vt pŕefertur) per mortem, resignationē, priuationē, cessionem, seu quacunq; alia ratione vacare cōtigerit.Acoīa alia & singul' que circa pmissa necessaria fuerint, seu quomodolibet oportuna pagare et implere, tam plenē, liberē, ac integrē q̃ nos ipsi pagerem', si pŕes cōcessio nra pŕef.A.B.& C.D.facta non fuisset.In cui' &c.

*An Aduowson of a Prebend in the kinges  
Colledge in Oxforde.*

(D) **R**Ex omnibus &c. Sciatis nos de grā nra speciali, ac certa scientia, meroꝓ; motu nro, dedisse, concessisse & confirmasse, ac pŕesenti scripto nro dare, concedere & confirmare, dilectis nobis T.H.& N.M.primā & pximā aduocationē canonicat' & pŕebēd' in Collegio nro Oxon', vulgariter nuncupat' (*H. Henry the eighth Colledge*) ac plenā & integrā collationē hūmodi canonicat'



& præbende pro prima & proxima vacatione eiusdem tantum . Ita quod benè licebit eisdem T.H. & N.M. ac eorum vtrique coniunctim & diuifim executor & assignatis suis , ac eorum vtrique , canonicatû & præbendam prædictam sic (vt præmittitur) primo & proximè vacante vni alicui personæ idoneæ verè & actualiter intuitu charitatis conferre . Necnon literas collationis ad hoc sufficientes & in iure validas , facere , sigillare , & tradere , Decanoq; & Canonicis dicti Collegij nostri p huiusmodi personæ receptione , admissione , & installatione rescribere , cæteraq; omnia circa præmissa necessaria facere & exequi pro huiusmodi prima vt præmittitur ac proxima vacante tantum adeo plenè & integrè sicut nos ipsi faceremus & exequeremur si præsens hæc nostra concessio facta nequaquam fuisset . In cuius rei &c.

*¶ A grant of the next Advowson &c.*

(C) Omnibus &c. salutem . Noueritis me præfatum T.G. dedisse &c. dilectis mihi in Christo I.C. & R.C. armig' & assignat' suis , primam & proximam aduocationem , donationem , præsentationem , & liberam dispositionem rectoriæ ecclesiæ parochialis de D. in comit' Ebor', cum suis iuribus ac libertatibus quibuscunq; . Ita quod benè licebit eisdem I. & R. executor , administrat' & assignatis suis quodocunq; ecclesia prædicta primo ac proximo post dat' præfatum vacare contigerit per mortem , resignationem , depriuationem , cessionem , vel permutationem I.D. modo Incumbētis ibidē seu aliū modum quēcunq; vacare contigerit , aliquam aliā idoneam personam de qua sibi melius videbitur expedire , ad rectoriam prædictā sic vacuam nominare & præsentare quousque vna aliqua persona idonea ad nominationem & præsentationem eorund' I. et R. seu eorum alterius , executor , administrator aut assignatorum suorum , seu alterius eorum ad eandem rectoriam cum pertinentijs admittatur , instituatur & inducatur &c. In cuius rei testimonium &c.

*¶ A Collation or donation of a Chappell.*  
**(F)** **V**niuersis Christi fidelibus ad quos presentes littere peruenerint, I. N. armiger dominus manes de B. Cantuariensis diocesis, salutem & sinceram in domino charitatem. Cum capella libera de R. dictę diocesis iam vacare, & ad meam donationem pleno iure spectare dignoscitur, Noueritis me prædictam capellam cum omnibus suis iuribus & pertinentijs vniuersis, dilecto mihi in Christo R. C. clerico, viro tam probo quam literato donasse & concessisse, ac tenore præsentium ipsum R. in corporalem possessionem dictę capelle cum pertinentiis inducere. In cuius rei &c.

*Secl. 216 ¶ A Grant of an Aduocation of a Parsonage in fee.*

**(A)** **R**ex omnibus &c. Sciatis quod nos ex gratia nostra speciali, ac certa sciētia & mer' motu nostris, dedimus & concessimus, ac per præsentis damus & concedimus G. R. & R. B. aduocationem, donationem, liberam dispositionem, & ius patronatus & præsentandi rectorię & ecclesię parochialis de D. in com' S. Habend' tenend' & gaudend' prædictam aduocationem, donationem, liberam dispositionem, ius patronatus & præsentandi dictę rectorię & ecclesię parochiali de D. præd' præfatis G. R. & R. B. hæredibus & assignatis suis in perpetuum. In cuius rei &c.

*Secl. 217. ¶ An appropriation of a Parsonage by the King.*

**(A)** **R**egina &c. Sciatis quod nos de gratia nostra speciali, ac ex certa scientia & mero motu nostris, dedimus & concessimus, ac per præsentis damus & concedimus Decano & Capitulo ecclesię Cathedralis C. & beatę M. virginis Wigorn', aduocationem, donationem, liberam dispositionem, ius patronatus & præsentationis Rectorię & ecclesię parochialis de D. in comitatu B. Habend', tenend' & gaudend' aduocationem prædictam cum pertinentijs eisdem Decano & Capitulo & successoribus suis imperpetuum. **(15)** Et vltcrius sciatis  
R iij per

per presentes, quod nos de gratia nostr' speciali ac certa scientia & mero motu nostris, ac auctoritate nostra Regia suprema & ecclesiastica qua nunc fungimur, pro nobis, hæredibus & successoribus nostris concedimus, & licentiam damus prædict' Decano et Capitulo, & successorib' suis, quod ijdem Decanus & capitulum & successores sui Rectoriam & ecclesiam prædict', quandoq; per mortem, resignationem, siue deprivationem, aut aliquem alium modū quemcunq; vacare contigerit immediatē in suos proprios vsus tenere sibi & successoribus suis imperpetuum possint & valeant absq; molestatione aut impedimento nostro hæredum aut successorum nostrorum, & hoc absque aliqua præsentatione, inductione, siue admissione alicuius incumbētis ad eandem Rectoriam exnūc impostertum fiend'. (F) Ac vltcrius ex certa scientia & mero motu nostris, ac auctoritate nostra prædicta qua nunc fungimur, pro nobis, hæredibus & successorib' nostris prædictam rectoriam & ecclesiam de D. prædict', prout exnunc (vt præfertur) vacare contigerit, ac omnia & singula maneria, messuagia, terras, tenementa, redditus, reuerfiones, seruitia, glebas, decimas, oblationes, pensiones, fructus, proficua, commoditates, emolumenta, possessiones & hereditamenta quecunq; cum eorum pertinentijs vniuersis, tam spiritualia quam temporalia eisdem Rectoriæ & ecclesiæ (sic vt præfertur) vacan' quoquomodo spectant' siue pertinent', prædict' Decano & Capitulo & successoribus suis, ac dictæ ecclesiæ suæ Cathedrali appropriamus, consolidamus, vnimus & incorporamus. (G) Habend', tenend', gaudendum & conuertendum easdem Rectoriam & ecclesiam de D. prædicta, ac omnia & singula præmissa eisdem Rectoriæ & ecclesiæ spectan' & pertinent' eisdem Decano & Capitulo & successoribus suis vt prædict' est, in proprios vsus suos absq; aliqua præsentatione, nominatione, inductione, siue admissione alicuius incumbētis, aut aliquorum incumben-  
tium

tium ad eandem ecclesiam exnunc in posterum fiend',  
&c. Teste &c. Dat' &c.

Sect. 218.

*A generall gift of Goodes.*

(A) **O**Mnibus Christi fidelibus ad quos hoc præsens scriptum peruenerit, F. H. de D. in comitatu E. yo. salutē in domino sempiternam. Sciatis me præfatum F. pro cert' bonis causis & considerationib' me specialiter mouentibus, dedisse, concessisse, & hoc præsentī scripto meo confirmasse W. W. de R. in comit' prædicto gent', omnia bona & catalla mea mobilia & immobilia, yiuā & mortua, cuiuscunq; generis seu speciei & in quoruncunq; manibus seu in quibuscunq; locis existunt, necnon totum ius meum, titulum, ac ius terminorum annorum quoruncunq; . Habend' & tenēd' omnia prædict' bona & catalla mea vbicunq; inuent' fuerint & cætera præmissa præfato W. W. & assignatis suis imperpetuum. In cuius rei &c.

*A Grants of a Stewardship for terme of life, with a fee for the same, and for consaile.*

(B) **O**Mnibus &c. ad quos &c. T. B. Miles salutem. Sciatis me præfatum T. dedisse, & per præsentē concessisse A. B. officium Seneschall' siue Senescalcie omnium & singulorum dominiorum, maneriorum, & hæreditamentorum meorum de R. F. & C. in Comitatu S. et custodiam siue officium tenendi Curiam, Leet, vis. franciplegioꝝ & singularum curiarum, vis. francipleg. & leetarum, dominiorum & maneriorum prædictorum & eorum cuiuslibet: Ac ipsum A. Seneschallum meum generalem in curijs meis vis. francipleg. & leetarum infra dominia, maneria, & hæreditamenta mea prædict' facio, constituo, et ordino per præsentē. (C) Habend', tenend', exercend' et occupand' officium prædictum cum pertinentijs, vnā cum omnibus & singulis feodis, vadijs, regardis, proficuis, & aduantageijs eidem officio spectant' siue pertinent' præfato A.

R iij

per



per se, vel per sufficientem deputatum suum, siue sufficientes deputatos suos pro termino vite ipsius A. Et ulterius sciatis me prefat. T. dedisse, concessisse, & hoc presenti scripto meo confirmasse pref. A. tam p officio prad' exercend' & occupand', quam pro bono consilio suo mihi per eundem A. ante hac tempora impenso & imposterum impendend', quandam annuitatem siue annualem redditum centum solidorum exeunt de & in omnibus predict' dominijs, manerijs, & hereditamentis meis in R. F. & C. prad', ad festa P. & sancti Mich. archangeli p equales porciones annuatim soluend', per manus receptoru, firmarioru, balliuorum, seu collect' meorum premisorum, durante vita ipsius A. (C) Et si contingat predictam annuitatem siue annualem &c. In cuius rei &c.

Sec. 219. ¶ *A Graunt of a Stewardship of a corporation to a noble man with a fee.*

(A) **O**mnibus Christi fidelibus &c. R. I. maior burgi de D. & Communitas eiusdem burgi salutem in domino sempiternam. Sciatis quod cum antecessores nostri de tempore in tempus per multos annos iam preteritos, respicientes res preclaras domi forisq; ab illustri-  
fimis viris ac dominis domino G. quondam Comite S. auo, & F. nup Comite S. nobilissimo patre preclarissimi domini G. nuc Comitis S. dni F. &c. ordinis diui G. equitis aurati, Regieq; Maiestati a sacris consilijs honorificentissime pijsimeq; gestis, eligerint & constituerint eosde Comites Senescallos siue recordatores suos manerij siue dominijs & socæ villæ predictæ, ac Cur Letarum visus franc' pleg. villæ & socæ predictæ aliarumq; rerum suarum in villa et soca prad'. Nos vero predict' nunc Maior & Communitas burgi predicti animis nostris recolentes et liber' agnoscetes qd pie, pacifice, iuste & eque pf. Comit' burgu pred' hominesq; eiusde burgi, cu oibus manerijs, dominijs, terr' & tenit & rebus suis p totu tepus prad' rexerint & gubernauerint quantaq; beneficia ipsi  
in

in burgum præd' hominesq; eiusd' sepi' contulerint, prædictusque nunc Comes etiam nunc indies confert, de cuius probata fidelitate ac summa in nos pietate ac benignitate merito plurim' confidimus. (18) His consideratis dedimus concessimus & hac presenti charta nostra libere confirmauimus præfato nunc Com', quem antecessores nostr' annos abhinc circiter trigint' ad hoc eligerunt & ordinauerunt officiũ senescall' siue recordatoris Manerij, dominijs siue soc' de D. prædict' ac omnium curiar' Leta' visus franc' pleg' ac omnium aliorum maneriorum, dominiorum terrarum tenementorum & hereditamentor' nostro' & eor' cuiuslibet infra prædictam villam burgũ siue socam maneria domina ac cetera præmissa. Ac eundem nunc Com' Seneschallum siue recordatorem nrũ omnium præd' nostro' maneriorum dominiorum & soc' prædictor' ac omnium cur' Leta' visus franc' pleg. terrar' tenementorum & hereditamentorum nostr' p'd' quorũcunque electionem & ordinationem prædictas iure optimo plene approbãtes & confirman-tes facimus constituimus ordinamus & declaramus per presentes. (C) Habend' tenend' gaudend' exercend' & occupand' officiũ prædictum cum pertiñ, vna cum omnibus & singulis feod' proficuijs commoditatibus & aduantijs eidem officio spectant' siue pertiñ præfato G. nunc Com' S. per se vel per sufficientem deputat' siue sufficientes deputatos suos ad libitum suum de tempore in tempus eligend' & substituend' pro termino vitæ ipsius nunc Com' tam honorifice libere & in tam amplis modo & forma prout aliquis alius siue aliqui alij præd' officiũ vnquam habuerint siue tenuerint aut nos illud quoquo modo dare aut concedere possumus. (D) Et vltius sciatis quod nos in consideratione præmissorũ ac pro officio prædicto exercend' & occupando damus & concedimus pro nobis & successoribus nostris eidem nunc Com' & assign' suis quandam annuitatem siue annualem redit' &c. exeunt de & ex omnibus manerijjs dominijs

minijs terris, tenentis & hereditamentis predictis cum pertinentiis ad festum Natiuitatis dñi annuatim solvend' pñ. Comiti per nos & successores nostros seu per manus receptorū balliuorū & collectorū nostrorū pmissorū. (C) vna cū omnibus alijs feod' proficuis cōmoditatibus potestatibus auctoritatibus libertatibus pñementijs & privilegijs dignitatibus & emolumentis quibuscunque officio predicto qualitercūque pñi siue spectant. Ac in tam amplis modo & forma prout aliqui alij seu aliquis alius officiū predictum ante hec vnquam habuerunt vel occupauerunt siue habuit vel occupauit aut habere seu occupare debuit seu potuit. Ac in tam amplis modo & forma quā idem officiū ac cetera pmissa cum pertinen' dari aut concedi possunt aut debeant. (ff) Et vltius conuenimus & concedimus per presentes quod si contingat predictam annuitatem siue annual' redit' &c. aut aliquam inde parcellā aretro fore insolūt ad aliquod festū festorum predictorū in quo vt prefertur solui debeat durante vita pñati nunc Comitis, quod tunc & toties bene liceat & licebit eidem Comiti & assignatis suis in ōnia & singula pñd' maneria dominia terras, tenementa & hereditamenta nostra cum pertinen' intrare & distringere & distractiones sic ibide' captas & habitas licite asportare effugare & penes se retinere donec eid' nunc Comiti & assignatis suis de predict' annuitate siue annuali redit' cum omnibus inde arrearagijs si quę fuerint plenariē sit satisfactum & persolut. (G) Humiliter supplicantes quatenus pñatus Comes predict' officiū, annuitatē ac cetera pmissa vt testimonium nostre in illum qualicunque gratitudinis certissimā a nobis accipere & nos in illius clientelā suscipere dignetur per presentes. (H) In cuius rei testimonium has literas nostras patētes fieri, eidemque sigillum nñm commune apponi fecimus. Datū in Guhalda burgi pñd' 4. die Augusti anno Regni Elizabethę Reginz &c. xxij.

Sect' 220. ¶ *A Grant of a Stewardship or deputation.*

(A) Omibus &c. T. P. Salutem, cum W. F. miles per scriptū suū gerens dat priū die Maij anno &c. constituerit & ordinaverit me præf. T. seneschall' suū dominiorum & maneriorum suorū de B. & S. in com' B. ac oīum cur' vis. francipleg. & letarū infra dominia & maneria præd': tenend' habend' occupand' & exercend' officiū præd' per me vel per sufficientem deputatum meū, siue sufficientes deputatos meos pro termino vite mee cum feodis vadijs, regardijs & proficuis eidem officio spectant', aut ab antiquo debīt vel consueūt vna cum quodam annuali feodo xl. s. pro exercitione & occupatione officij præd' prout in scripto præd' plenius apparet: (B) Sciatis me præf. T. fecisse, ordinasse, & per præsentēs cōstituisse dilect' mihi R. S. meum deputatū siue subseneschallum dominiorum siue maneriorum prædictorū omnium & singularum cur' vis. francipleg. & letarū infra dominia siue maneria præd': tenend' habend' occupand' & exercend' idē officium huiusmodi deputat' subseneschalli eidem R. per se vel p sufficientem deputatum suū, seu sufficientes deputatos suos ad terminum vite mee prædict' T. percipiēdo annuatim durante terminū prædict' pro officio illo exercendo & occupando omnia feoda vadia regardia & proficua eidem officio spectantia aut ab antiquo debīt vel consueūt, vna cum prædict' annuali redditu quadraginta solidorum, adeo plene & integre, & in tā amplis modo & forma prout egonet nūc aut preantea habui, percepi, vsus fui, vel facere cōsueui. In cuius rei &c.

Sect' 221. ¶ *A Grant of a Stewardship during pleasure.*

(A) Omibus &c. H. W. miles, Salutem. Sciatis q' ego &c. dedi &c. dilecto mihi T. B. offic' seneschalli omnium dominiorum & maner' meorum in comitat' E. & H. ac ipsum T. seneschall' omnium dominiorum, & maneriorum meorū præd' facio ordino & constituo p præsentēs: habend', gaudend', & exercend' offic' pd' præf. T. per



per se vel per sufficientem deputatum suum siue sufficientes deputat suos a festo S. Mich. archangl vltimo preterito, durante bene placito meo cum vad' & feod' tresdecim solidorum, & quatuor denariorum per annum, precipiend' annuatim p<sup>r</sup> T. de exitibus, proficuis, & reuentionibus manerij mei de C. in com E. p<sup>r</sup> per manus recepti mei ibidem pro tempore existent' ad festa Pasche & S. Mich. arch. p<sup>r</sup> equales portiones. Mandamus insup vniuersis & singulis firmarijs tenentibus & occupatoribus meis, & eorum cuilibet ibidem q<sup>uod</sup> p<sup>r</sup>efato T. & deputatis suis in hac parte de tempore in tempus assistentes sint, obediens, & auxiliantes in omnibus prout decet. In cuius rei testimonium huic p<sup>r</sup>esenti scripto meo sigill' meum apposui. Dat' &c.

Sec<sup>a</sup> 222. ¶ *A Grant for life without impeachment of waste.*

(A) S<sup>c</sup>iant &c. q<sup>uod</sup> ego T. G. de N. generosus, pro certis bonis & rationabilibus causis & cōsiderationibus me specialiter mouentibus dedi, concessi, & per hanc cart' meam indent' confirmaui B. S. viduæ, tot' illud capital' mesuagium meum cum p<sup>r</sup>tiñ in T. iuxta N. in com N. necnon oīa terras & tēta mea prata pascua pastur' redit' reuerfiones ac cetera hered' mea quecunque, iaceñ & existeñ in T. p<sup>r</sup>ad' & N. in com p<sup>r</sup>ad'. Habend' &c. p<sup>r</sup>ad' &c. p<sup>r</sup>af. B. S. & assign' suis pro term' vite ipsius B. ad solum opus & vsum eiusdem B. &c. pro term' vite sue absq; impetitione alicuius vasti. (B) Ita quod immediat' post mort' eiusdem B. p<sup>r</sup>ad' mesuagium &c. integre reuertat' mihi p<sup>r</sup>af. T. G. & hered' meis imperpetuum tenend' de capitalibus dñis feodi &c. In cuius &c.

Sec<sup>a</sup> 223. ¶ *A Grant of a messuage for life.*

(A) S<sup>c</sup>iant p<sup>r</sup>esentes & futuri, quod ego Walterus H. de Waitam &c. Rich. L. &c. vnum mesuagium cū curtilagio adiacento, & tribus actis terre & vno crofto adiacente, nimirum inter terras &c. Habend' p<sup>r</sup>ad' mesuag' cum curtilagio &c. p<sup>r</sup>af. R. ad term' vite sue de me &

hered' meis absque impetitione vasti, reddend' inde annuatim mihi & hered' meis unam rosam rubeam (si tamen petatur) ad festum S. Iohani Baptist. &c. Et faciend' sectam curie meæ de W. de mense in mensem pro omnibus alijs seruicijs, exactionibus & demandis, toties quoties dict' curia mea teneri contigerit. Et post decessum præd' R. tunc prædict' mesuag' cum curtillagio &c. mihi prædict' W. hered' & assignatis meis in perpetuum reuertatur, absque impetitione vasti. (15) Et ego vero præf. W. & hered' mei, præd' mesuag' cū curtillagio &c. præf. R. ad terminū vite sue per seruic' superius dicta & expressa, contra omnes gentes warratizabimus, tuebimur, & defendemus per presentes. In cuius rei testimonium vni parti huius presentis chartæ meæ sigillum &c. alteri vero parti &c.

Sec. 224. *The gift of a free chappell by the King.*

(A) **R** Ex omnibus ad quos &c. Salutem. Sciatis me dedisse &c. liberam capellam sancti S. apud L. in comitatu Linc'. Habendum & tenendum dictam liberam capellam præfato A. B. durante vita ipsius, cum omnibus suis iuribus & pertinent' vniuersis. In cuius reitimonium &c.

Sec. 225. *A Grant for liues.*

(A) **T** His Indenture made &c. betwixt J. C. of H. in the countie of L. of thone partie, and J. C. and A. his wife. Witnesseth that the said J. in accomplishment of a couenant and grant conteyned in a paire of Indentures bearing date &c. made betwixt Sir R. C. knight on thone partie, & the same J. C. on thother partie, Hath demysed and granted, and by these presentes both demysed and grant vnto the said J. and A. all that the Manor of J. with thappurtenances in the said countie, and all and singuler his lands, tenements and hereditaments with thappurtenances in J. and B. in the said countie, The villeins regatant to the said Manor and all and singuler the bondayes and woopes of the tenants & farmers there, for the carpage  
of

of coales alwaies forepysed, excepted and reserved unto the said J. C. his heires and assignes, (B) To have and to hold the said Manor of F. and all and singular other the premises, (except before excepted) to the said J. and A. for and during the naturall lives of the said J. and A. and the longer liver of them, (C) Holding & paying therefore yearly during the naturall life of the said J. C. unto the sayd J. C. and his assignes twentie pounds of lawfull English money at the feast of Philip and Jacob the apostles and S. Michaell tharchangell by even portions. (D) And if it happen the said yearly rent or any part thereof to be behinde and not payed by the space of fortie daies after eyther of the said feastes, in which it ought to be payed and the same being lawfully demanded: That then and from thenceforth it shalbe lawfull for the said J. C. and his assignes to enter into the premises, and not onely to distraine for the said rent and every part thereof, so being arreare and unpaid, but also for the summe of five pounds of lawfull English money in nomine Pence, which they the said J. and A. granteth to pay to the sayd J. C. and his assignes so often as the same yearly rent of xx. pounds or any part thereof so shalbe arreare and not payd by the space of fortie dayes after the feast or feastes, at which it ought to be payed. And the said J. and A. do covenant for them &c. that the said J. & A. & the longer liver of them shal during the said terme of their lives & the longer liver of the uphold repaire and maintaine the premises in all maner of charges. (E) And also shall uphold, repaire, and maintaine the bankes and leadickes in such maner and forme as the said J. C. his heires and assignes ought to have done if these presents had never bin had or made, In witness &c.

Sect' 226. ¶ The forme of the Kings letters patentes of collation of a prebend made Causa permutationis.

(A) HENRICUS oñ &c. Omnibus ad quos &c. Salutem.  
Sciatis quod cum A. B. rector ecclesiæ parochial'  
dc

de W. Norwicensis diocesis, & C. D. canonicus in ecclesia cathed<sup>r</sup> sancti Pauli Londinensis diocesis, ac prebendarius prebende de H. in eadem ecclesia, intendunt (vt asserunt) beneficia sua prædicta adinuicem permutare. Nos prebendam prædictam ad nostram donationem spectantem ratione temporalium Episcopatus Londinensis in manu nostra in præsentem existentium, præfat<sup>r</sup> A. ex causa huiusmodi permutationis, dedimus & concessimus, ac per presentes damus & concedimus. Habendum & tenendum &c.

Sec<sup>o</sup> 227. ¶ The kings letters patents to a Deane and Chapter, for an aduowson.

(A) **T**rustie and welbeloued we græte you wel. For as much as we much tender the conuenient preferment of our welbeloued seruant A. B. to the intent he may be the more incouraged, and also the more able to prosecute, and finally to accomplish the effect and purpose of his learning, we haue thought it meete by these our letters to desire and pray you, that for our sake ye wil immediatly vpon the sight hercof vnder your Chapter seale, conferre and giue the next auoydance of the prebend of C. or of the next prebend in that our Church, which shalbe in your gift & dispositiõ, to such persons as our said seruant shall name to his vse and behoofe, wherein you shal minister vnto as a right acceptable pleasure, to be hereafter remembred in any your lawfull suites when occasion shall thereunto serue accordingly. Given vnder &c.

Sec<sup>o</sup> 228. ¶ The patent of a royall assent, with a significance to the Metropolitane.

(a) **R**ex &c. Reuerendissimo in Christo patri &c. salutem. Cum vacauerit nup<sup>r</sup> ecclesia nostra cathed<sup>r</sup> S. Andree Welleniensis per mortem bone memorię dñi I. C. eiusdem ecclesię dudum Episcopi. Decanus & capitulum Ecclesię nostrę prædictę, prius licentia a nobis per eos alium eligendi in eorum Episcopum & pastore petita



petita pariter & obtenta, venerabilem virum A. B. in ipsorum Episcopatum & pastorem canonice eligerunt & nominauerunt, sicut per eorum litteras quas vobis mittimus presentibus inclusas plenius liquet. (B) Vobis significamus quod dictę quidem electioni & persone sic electę humilibus eorum mediantibus supplicationibus, nostrum regium adhibuimus fauorem pariter & assensum. Et eundem electum apud vos recommendatum habemus. (C) Quocirca vobis mandamus quod cetera omnia que per vos ad confirmationem & consecrationem eiusdem in dicto Episcopatu fieri consueuerunt, secundum leges & statuta regni nostri Anglię hac in parte edita & prouisa, cum fauore & diligentia facere velitis. In cuius rei testimonium sigilla &c.

*Sect. 229. The forme of a patent for a benefice of lands giuen by the king in pure almes.*

(A) **R** Ex omnibus &c. Salutem. Sciatis quod nos de gratia nostrę speciali, ac certa scientia & mero motu nostris dedimus & concessimus ac per presentes damus & concedimus dilectis nobis in Xpo Decan & Canonicis libere Capelle nostre Regis S. Georgii infra castrum nostrum de Windfor aduocationem & patronatam vicariam ecclesie de N. in comitatu H. Habendum & tenendum aduocationem & patronatam vicariam ecclesie predictę cum omnibus suis pertinentiis & appendentiis presentibus. Decan & Canonicis & successoribus suis in perpetuum in puram & perpetuam eleemosinam absque aliquo impedimento, imperitione, perturbatione, molestatione, inquietatione, seu grauamine nostro, seu heredis nostri, iusticę, escaetoris, vicarii, coronę, aut aliorum balliuorum seu ministrorum nostrorum, vel heredum nostrorum quorumcunque absque apporata, firmitate, compoto, vel ratiocinio, aut alio proficuo quocunque nobis vel heredi nostris inde reddendo, soluendo seu faciendo: Statutum de terris & tenementis ad manum mortuam non ponendis edito, aut aliquo statuto de possessionibus alienigenis facti, edito siue promisso, in contrarium non obstante,

non obstante. Aut eo quod expressa mentio de vero valore annuo, aut de certitudine præmissorum seu alicuius eorundem, aut de alijs donis siue concessionibus præf. canonicis vel prædecessoribus suis per nos vel progenitores nostros antè hæc tempora factis, in præsentibus minimè facta existit. Aut aliquo alio statuto, actu, ordinatione, siue prouisione, ædificatio, factum vel prouiso, aut aliqua alia re, causa vel materia quacunque in contrarium non obstante. In cuius rei testimonium &c.

*Scilicet 230. ¶ A Patent donation of a prebend voided by the promotion of the last Incumbent.*

(A) **R** Ex omnibus ad quos &c. salutem. Sciatis nos ex gratia nostra speciali, ac intuitu charitatis, dedisse & concessisse, ac per præsentem dare & concedere, dilecto scholari nostro I. L. canonicatum in Ecclesia nostra Cathedrali Sarum, & præbendam de H. in eodem, modò per promotionem dilecti nobis in Christo R. T. dudum ac ultimi Incumbentis eorundem ad Episcopatum N. vacantem, & ad nostram donationem rationi ac iure prærogatiue nostræ Regiæ spectantem. Habendum & tenendum Canonicatum & præbendam prædictam, præfat. Iohanni ad terminum vite ipsius Ioh. una cum omnibus & omnimodis iuribus, præheminentijs & pertinentijs vniuersis. In cuius rei testimonium &c.

*Scilicet 231. ¶ A Grant of a Ward by the King.*

(B) **R** Ex &c. Sciatis quod nos de gratia nostra speciali, ac ex certa scientia & mero motu nostris, dedimus & concessimus, ac per præsentem damus & concedimus dilecto seruiienti nostro A. B. vni gromeræ camere nostræ, wardum & maritagium R. R. filij & hæred. Agnetæ R. viduæ defunctæ. Necnon custodiam & gubernationem tam corporis prædicti R. quam omniũ terrarum & tenementorum, præf. pascuorum, & pasturæ suorum quorumcunque iacentium & existentium in parochia de B. in eodem nostro Surr, una cum redditu & proficuo eorundem, modò in dono & dispositione nostris existentium ratione minoris ætatis prædicti

dicti R. Habend' & tenendum wardum & maritagium  
prædicti R. &c. ac cætera præmissa, cum omnibus &  
singulis suis pertinentijs præfato seruienti nostro, & as-  
signatis suis durante minore ætate prædicti R. de dono  
nostro, absq; compoto siue aliquo alio nobis vel hære-  
dibus nostris pro præmissis reddendo, soluendo, vel fa-  
ciendo, eo quod expressa mentio &c. In cuius rei testi-  
monium &c.

Sec<sup>a</sup> 232.

¶ *A grant of a Warren.*

(A) R Ex Archiepo &c. salutem. Sciatis nos de gratia  
nostra speciali concessisse, & hac præsentī charta  
nostra confirmasse dilecto & fideli nostro T. M. militi, qd  
ipse & hered' sui in perpetuum habeant liberam warren-  
nam in omnib<sup>9</sup> dominicis terr' suis de N. in com<sup>o</sup> E. dum  
tamen terr' illæ non sint infra meā forestā nostrā, ita qd  
nullus intret terras illas ad fugandum in eis, vel aliquid  
capiend' quæ ad warrennam pertineat, sine licentia &  
voluntate ipsius E. vel hered' suorum, sub forisfactura  
nobis decem librarum. (13) Quare volumus & firmi-  
ter præcipimus pro nobis & hæredibus nostris, quod  
ipse & hæredes sui in perpetuum habeant liberam war-  
rennam in omnibus dominicis terris suis de N. prædict  
dum tamen terræ illæ non sint infra metas forestæ nostræ.  
Ita quod nullus intret terras illas ad fugandum in eis, vel  
aliquid capiendum quod ad warrennam pertineat, sine  
licentia & voluntatē ipsius T. & hered' suor' sub forisfac-  
tura nobis decē librarū, sicut præd' est. His testibus &c.

Sec<sup>a</sup> 233.

¶ *The gift of a Prebend in the kinges*

*Colledge in Oxforde.*

(A) H Enricus octauus &c. Dilectis nobis Iohanni O.  
Decano collegij nostri Oxoniensis vulgariter  
nuncupati (King Henry the eightes Colledge) ac eius-  
dem Collegij canonicis, salutem. Sciatis nos ex mero  
motu nostro, atque ex gratia nostra speciali, dedisse,  
concessisse, ac præsentī scripto nostro cōfirmasse dilecto  
Capellano nostro I. B. sacre Theologiæ professori, cano-  
nicatum

nicatum siue præbendam in Collegio nostro prædicto, modo per mortem I. H. vicini incumbens ibidē vacantem, atq; ad donationem nr̄m pleno iure ætinentem, (15) Habendum & tenendum præf. I. B. canonicatum siue præbendam præd' cum suis iuribus & pertinentijs vniuersis, vnā cum hospicio quod idem I. H. ratione dicti canonicatus siue præbendę nup̄ possidebat, Vobis igitur coniunctim & diuisim cōmittimus, & strictē mandamus quatenus præf. I. B. ad dictum canonicatum siue præbendam, statim (his literis nostris inspectis) admittatis, necnon eundē in realē & corporalē possessionē dicti canonicatus siue p̄bendę iuriūq; & pertiñ suorū vniuersorum inducatis, put decet. In cuius rei &c.

Secl' 234.

¶ A grants of a Fair.

(A) R Ex Archiepiscopis &c. Sciatis quod nos ob singularem affectionē & intimam dilectionē, quas penes Reuerendissimū in Christo patrē Ioh. Archiepiscopū Cantuarien̄ Cancellarium nostrum gerimus & habemus, de gratia nostra speciali, ac ex certa scientia & mero motu nostris concessimus, & hac præsentī charta nostra confirmauimus pro nobis & hæredibus nostris præfat Archiepiscopo, quod ipse & successores sui in perpetuum habeāt vqam feriam siue nundinas apud villam suam de S. in comitatu K. in quodam loco in communia villę præd' vocat̄ le vine, ecclesię Christi Cantuariensi pertinentē, singulis ann̄ per tres dies duratur, videlicet in vigilia, in die & in crastino translationis s̄cti N. videlicet, nono die Maij, cum omnibus libertatibus & liberis consuetudinib' ad huiusmodi feriam siue nundinas pertinentē, dum tamen ferię siue nundinę illę non sint ad nocumēt vicinarum feriarum siue nundinarum. (15) Quare volumus, & firmiter præcipiū pro nobis & hæredibus nostris, quod prædict Archiepiscopus & successores sui in perpetuum habeant & teneant feriā siue nundinas præd' apud præd' villā de S. in præd' loco coi villę præd' vocat̄ le vine, singulis ann̄ per tres

S ij

dies



dies duratur, videlicet, in vigilia, in die, & in crastino translationis (acti N. diei nono die Maii), cum omnibus libertatibus & liberis consuetudinibus ad huiusmodi feriam siue nundinas pertinetibus, dum tamen ferie siue nundini ille non sint ad nocumē vicinarū feriarū siue nundinarum sicut prædictū est. His testibus &c.

¶ *Another forme of a Collation by an Esquire or other common person.*

(C) **V**Niuerſis Christi fidelibus ad quos præſentes lettere peruenerint, Ioh. N. armig<sup>r</sup> dominus maner<sup>r</sup> de B. Cantuariensis diocesis, salutem & sinceram in domino charitatem. Cum Capella libera de R. dictę diocesis iam vacare, & ad meam donationem pleno iure spectare dignoscitur. Noueritis me prædictā Capellam cum omnibus suis iuribus & pertinentijs vniuerſis, dilecto mihi in Christo Richardo C. clerico, viro tam pbo quam literato, donasse & concessisse, ac tenore præsentium ipsum Rich. in corporalem possessionem dictę capelle cum pertinentijs inducē. In cuius rei &c. sigillum meum præsentibus apposui, Datum in manerio meo de B. prædicto &c.

Sect 235. ¶ *A Graunt for life to a spirituall person, with a dispensation of the Statute xxi. H. viij.*

(A) **R**Ex omnibus ad quos &c. salutē. Sciatis qd' nos &c. Rob. F. clerico maneria, dominia & tenementa nostra de N. &c. Ac omnia & singula edificia, domos, gardina, terras, tenementa, prata, pascua, pasturas, boscos, subboscos, ac redditus & seruitia omnium et singulorum tenenc', tam liberorum quam natiuorum, ac tenencium per copias Rotulorum curiz, & ceterorum tenencium customariorum, & tenencium ad terminum vitę vel ad terminos annorum, ac omnes & singulos redditus & firmas super quibuscunq; dimissionibus, concessionibus, siue traditionibus de præmissis vel eorum aliquib<sup>9</sup> factis quouismodo reservatis. Et insuper reuerſiones, feoda militum, wardas, maritag', curias, lectas,

leetas, visus franciplegij, & omnia que ad visum francipleg' pertinent, fines, amerciamenta, exitus, proficua, warrennas, aquas, piscarias, libertates, franchises, commoditates, emolumenta, & hereditamenta nostra quecunq; cum suis pertinen' dictis manerijs, dominijs & tenement' de N. &c. & eorum cuilibet, siue eorum alicui ptinen' siue spectant, pcell' aut parcelas eorundem, aut eoru alicuius existe'n, aut fore reputat'. Et ulterius &c. Rectoriam nostram ecclesie parochial' de N. &c. Habend' & tenend' omnia & singula predict' maneria &c. prefat' R. & assignatis suis pro termino & ad terminum vite ipsius Rob. (13) Tenendum de nobis, heredibus & successoribus nostris per fidelitatem & redditu xl. lib. &c. p omnibus seruic', redditibus et demandis quibuscunq; &c. Ac insuper de gratia nostra pred', volumus, et per presentes pro nobis, heredibus et successoribus nostris licentiam, facultatemq; specialem pref. R. damus & concedimus, qd' idem R. & assignati eius, omnia et singula predict' maneria, mesuagia, terras, tenementa, prata, pascua, pasturas, boscos, subboscos, redditus, reuersiones, reuentiones, seruitia, & cetera premissa cum suis pertinentijs, virtute & vigore harum literarum patentiu habere, gaudere & tenere possit & valeat pro termino vite ipsius R. erga nos, heredes & successores nostros: quodam statuto in anno vicesimo primo regni nri edito, spirituales seu ecclesiasticas personas concernente atq; spectante, per quod quidem statutum ordinatum & stabilitum existit inter alia, quod null' spiritualis seu ecclesiastica persona secularis vel regularis cuiuscunque gradus existit, deinceps ad firmam recipere possit sibi vel alicui psonae vel aliquibus psonis ad eius usum, ex dimissione seu concessione nostra, aut alicuius siue aliquarum aliaru psonaru per literas patentes, indenturas, scripta, verba, vel quocunq; alio modo, aliqua maneria, terras, tenementa, seu alia hereditamenta ad terminu vite, annorum, vel ad voluntate sub pena in eodem actu expressa,

non obstante : Ac qd' idem R. & assignati sui, omnia & singula maneria præd', fundos, terras, tenementa, catēraq; præmiss. vniuersa habere, tenere & occupare possit & valeat pro termin' vite ipsius R. absq; aliquibus primis fructibus pro præmissis, seu aliqua inde parcell' nobis, hæred' vel successoribus nostris pro eisdē reddendis seu faciendis : aliquo statuto, ordinatione siue p'uisione, seu aliqua alia re, causa vel materia quacunq; in contrarium huius ædito siue p'uiso non obstante &c.

Sec. 236.

¶ *The Gift of a Stewardship and Constable &c.*

(A) **R**EX omnibus ad quos &c. salutem. Sciatis quod nos considerātes fidelitatem & industriam prædilecti & fidelis consanguinei nostri R. &c. ex gratia nostra speciali, & ex certa scientia & mero motu nostris concessimus præfato G. officia Seneschalli siue Senescalcię Honoris nostri de N. in com' Darb. & Suffolk, Necnon castr', villę, dominij & manerij noui Castri super Tinam, dominiorum & maneriorū de W. & A. ac omnium aliorum castrorum, dominiorum, maneriorū, terrarum & tenementorum nostrorū in eisdē comit' cum pertinentijs, parcell' Ducatus nrī Lanc', ac eundē G. Seneschallum omnium officiorum præd' per præsentēs ordinauimus, fecimus & constituimus. Ac etiam concessimus eidem G. officium Constabularij castri nostri de T. M. & P. magistrum Forestarū chacię nostrę de R. ac Ballium nouelibertatis nostrę in com' prædict'. Necnon magistrum de ductis ferarum omniū forestarum, chacearum, parcorum, boscorum & warrennorum in com' prædict'. Ac etiam concessimus eidem G. plenariam auctoritatem & potestatem ad faciendum, nominandum & assignandum de tempore in tempus, omnes & omnimodas forestarios & custodes dictarū forestarum, ferarum, chacearum, parcarū & warrennorum: Ac insuper dedimus & concessimus eidē G. officium Magistri capitalis seneschalli honoris præd', ac caterorū præmissorum omnium cum

cum pertinentijs. (15) Habend', occupand' & exercend' omnia prædicta officia & eorū quodlibet, vnā cum auctoritate & potestate præd' p̄f. G. per se vel per suos sufficientes deputatos aut deputatum suum, pro termino vitæ ipsius G. percipiend' annuatim in & pro officijs p̄d' & eorum quolibet C. li. sterlingorum, vnā cum feodo & vadio antiquo debito & consueto, tam eisdem officijs et eorum cuilibet, quā omnib' alijs officijs occupand' per officia fiend' & nominand' per præfatū G. auctoritate & potestate supradict', & de exitib', p̄ficuis & reuentionibus Honoris præd' & cæterorum præmissorū, & eorum cuiuslibet puenient siue crescent, per manus firmariorū, tenenciū, receptorū, seu aliorū officiariorū & occupatorū eiusd' pro tempore existent, ad terminū S. M. arch. & P. equis porcionibus, vnā cū oībus & omnimodis alijs feodis, proficuis, cōmoditatib', libertatibus, & emolument quibuscunq; officijs præd', & eorū cuilibet qualitercūq; pertinen, in tam amplis modo & forma, put aliqui alij siue aliquis alius officia prædict', seu eorū aliquod ante hæc tēpora habuerunt siue habuit, occupauerunt vel occupauit, ac in eisdē & in eorū quolibet perceperunt siue percipere debuerunt vel debuit. Et qd' expressa mentio de vero annuo valore &c. *As you see in the other.*

Secl' 237. ¶ *A grants of an Ideot or Lunatique.*

(A) **R**Ex omnibus ad quos &c. salutē. Sciatis qd' cum T. P. filius & hæres H. P. nup de E. in com F. factuus & Ideot existit a natiuitate sua, & ea ratione sui ipsius acterī, tenitorum, bonorū & catallorum suorum regimine vacat & caret, prout coram nobis per testimonium fide dignorum probat existit. (15) Nos vero ex gratia nostra speciali, & ex certa scientia et mero motu nostris, volentes eidem T. de vitæ necessarijs & corporis sui custod' secur' prouidere: Dedimus & concessimus, ac per præsentēs damus & concedimus dilecto nobis in Christo H. I. militi pro corpore nostro, custodiam ipsius T. ac omnium terrarum & tenementorum



redituum & seruitiorū cum pertinentijs, quæ nuper fuerunt præd' H. P. & quæ tam per finem post mortem eiusdem H. quam ratione fatuitatis & Ideotatis dicti T. ad manus nostras deuenerunt, seu deuenire debuerunt aut debent. (C) Habend', gaudend', tenend' & occupand' custodiam corporis dicti T. ac omniū manerioꝝ, terrarū, teñtorum, & aliorū præmissorum &c. præf. I. H. hæred' & assignatis suis p termino vitę natural' dict' T. B. absque aliquo compoto seu aliquo alio nobis vel hæred' nostris inde reddendo vel faciendo. Prouiso semper qd' dictus H. I. hæred' & assignati sui de exitibus maneriorū, terrarum, teñtorum & cæterorum præmissorum, inueniant præd' T. victualia, & omnia vitę suę necessaria, prout decet in tali casu, & qd' terra et tenementa &c. præd' manuteneantur sine vasso vel distructione. Et quod expressa mentio de vero annuo valore &c.

Sec. 238. ¶ *A Grant of the office of one of the Auditors of the Eschequer.*

(A) **R**ex omnibus ad quos &c. salutem. Sciatis quod nos de gratia nostra speciali, & in consideratione boni & fidelis seruitij quod dilectus seruiens noster G. D. nobis impendit, & imposterum impendet, dedimus & concessimus, ac per præsentem damus & concedimus eidē G. officium vnius Auditorum Scaccarij nostri, quod R. S. nuper habuit occupauit & in manib' nostris nunc existit. (B) Habend' & tenend' prædict' officium præf. G. quamdiu se bené gesserit in eodē, per se vel sufficientem deputatum suum, cum feod' et vad' eidē officio ab antiquo debīt & consuetis, vnā cum alijs proficuis, comoditat' & aduantijs eidē officio ptineñ siue spect', in tam amplis modo & forma, put H. F. aut R. S. siue aliquis ali', siue aliqui alij ante hæc tēpora habuit, percepit, habuerūt seu perceperūt. Eo quod exp̃ssa mentio &c.

¶ *A Gyst or grant of goodes.*

(C) **T**his Indenture &c. betwene W. W. of the Countie of P. Esquire on the one partie, and J. W. W. W. the

the younger and E. III. formes of the said E. III. the elder and E. III. A. III. and M. III. daughters of the said E. III. the elder on thone partie. Witnesseth that the said E. III. the elder as well in consideration of the naturall love and affection which he beareth towards his said Children, and of the fatherly care which he hath of their preferment and advancement as of diuerse other good causes and considerations him hereunto especially mouing. (B) Hath giuen, granted and confirmed, and by these presentes doth giue, grant and confirme vnto the said J. E. III. the younger Ed. III. Eliz. III. and M. III. their executors, administrators and assignes all his goods and chatels whatsoeuer. (D) Neuerthelesse it is fully concluded, condiscended and agreed by and betwene all the said parties to these presents in maner and forme following, that is to say, that it shall and may be lawfull to and for the said E. III. the elder at all and every time and times hereafter during his life naturall, if he remayne so long unmarried, peaceably & quietly to haue thuse, occupation, increase & profits of all the said goods and chatels without any lawfull let, suite, trouble, expulsion or incumbrance of them the said J. E. III. the younger Edw. III. A. and M. their executors or administrators or any of them, or any other person or persons whatsoeuer clayming by, from, or vnder them or any of them: these presents or any thing therein conteyned to the contrary thereof in any wise notwithstanding. In witnesse whereof &c.

Sect' 239. **I**A grant for keeping of a manor, parke and lodge.

(A) **I** III. Carls of D. Lord S. &c. to all Christian people to whom this present writing cometh greeting in our Lord God everlasting. Whereas J. late Carle of D. mine auncestour, whose colin and heirs I am, by his letters patents dated &c. gaue and granted vnto J. III. the office and keeping of the Parke of L. within the Countie of S. and of the lodge within the same, and also by his  
said

saide letters patents, made, constituted, granted and ordeined the said J. W. to be his officer and keeper of the saide parke and lodge, to haue, occupp, and inioy the saide office of keeper, and lodge to the foresaide J. W. and to his assigns for terme of his life by himselfe or his sufficient deputie or deputies, with al maner of fees, wages, profits and commodities to the saide office due or appertaining in as large & ample maner, as any person or persons before that time had, occupied, inioyed or perceiued the same (B) Know you that J the said J. W. now earle of D. for diuers considerations me mouing, haue giuen and granted, and by this my present writing do giue and graunt to my welbeloued friend W. B. gentleman, seruant to the reuerend father in God &c. the keeping of the manour of L. & of the saide parke and of the dère now therein, or that hereafter at any time shalbe immediatly after the death of the said J. W. and as soon as the saide office, which the abouenamed J. W. doth now inioy, shal happen to be boide by the surrender of the saide J. W. or by anie other lawfull wayes or meanes, and the same W. B. doe ordeine, make and constitute by these presents to be keeper of the same manor, parke, lodge, and dère, whensoever it shal first happen to be boide, as is afore rehearsed. (C) And furthermore knowe yee that J the foresaid J. W. Earle of D. do giue and graunt vnto the foresaide W. B. for the exercising and occupying of the saide office, the yearely fee and wages of foure pence a day immediatly after the death of the saide J. W. with all profits, fees, wages, rewardes, aduantages, and commodities to the same office in any wise due and appertaining in as ample maner and forme, as the saide J. W. or anie other hauing or occupying the same office had, or euer vsed and inioyed. And also the herbage and pannage of the saide parke of L. immediatly after the death of the foresaide J. W. and as soon as the saide office shal happen to be boide by surrender of the afozenamed J. W. or by any other lawfull waies or meanes. (D) To haue hold, occupie

cupe and enjoy the same office of keeping of the said manors, parkes, lodge and deere, immediately after the death of the said J. W. and as soon as the same office shall happen to be void, to the said T. D. for terme of his life, by himselfe or his sufficient deputie or deputies, and to have and to hold the sayd wages and perely fee of iij. d. a day and the said herbage and pannage together with all other commodities, profits and advantages appertaining to the same immediately after the death of the said J. W. &c. in as large and ample manner, as the said J. W. or any other persons heretofore had or occupied, for terme of the life of the sayd T. D. the same perely fee or wages of iij. pence a day to be paid by the handes of the bailly of the towne of L. for the time being of the issues, profits and revenues of the same manor of L. at two feastes of the yere, that is to say, at the feastes of S. Mich. tharchangell, and the annunciation of our blessed Lady S. Mary the virgin, by even portions. The first payment thereof according to the rate to begin at the first feast of the sayd two feastes next after the death of the said J. W. &c. (E) And if it happen the said perely fee or wages of foure pence a day to bee behind and not payd by the space of one moneth next after any of the feastes afore rehearsed at which it ought to be payd, that then it shall bee lawfull to the sayd J. W. in the aforesayd manor of L. to enter and distraine, and the distresses there found, to drive, carie, and beare away, and with him to hold, keepe, and retayne till such time as all the portion of the sayd perely fee or wages of foure pence a day, so due and behind hand, be fully contented and payed with the arrerages, if any there be. In witnesse whereof &c.

Sect 240. ¶ A Graunt of the office of the Clarke of the Hamper.

(A) R Ex salutem &c. Sciatis quod nos de gratia nostra speciali ac ex certa scientia & mero motu nostris dedi-



dedimus concessimus ac per presentes damus & concedimus W. F. officium Clerici hanaperij nostri Cancellar' nostræ terræ nostræ Hibern' & custodiam oīum & omnimodoū breuium record' billar' filatar' scriptor' & omniū aliorū record' quorumcunque in Cancell' nostra p'd' p' tempore existēt ac ipsum W. clericū hanaperij Cancell' terræ nostræ p'd' & custod' omniū & omnimodoū record' billar' fillatar' scriptor' & omnium alior' record' quorumcunque in Cancell' p'd' pro tempore existē facimus cōstituimus & ordinamus p' p'sentes. Habend', tenēd', gaudend', occupand' & exercend' offic' p'd' eid' W. & assign' suis p' seipsū aut per sufficientē deputat' suū siue deputat' suos sufficientes durante vita eiusd' W. (15) Accipiend' leuand' & annuatim recipiend' tā magna annual' feoda vadia & regarda qualia N. W. vel aliquis alius aut aliqui alij ante hoc tēpus p'd' offic' occupans siue occupantes p' exercitio eiusd' habuerit siue p'cepit aut habuerint siue p'ceperint ad festa P. & S. Mich. arch. per equales porciones pro termino vitę di& W. tā de exitibus proficuis aduantageijs & emolūntis hanaperij nostri Cancell' nræ terrę Hibern' p'd' prouenientibus siue crescentibus p' manus suas p'prias assignator' aut deputator' suor' quam de reuentionib' subsidijis debitis decimis quintodecimis & p'ficuis t're nrę Hibern' p'd', Thesaur' subthes. vel general' receptor' ter' nrę Hibern' p'd' vel eor' vices gerent' pro tēpore existent' vna cū oībus alijs proficuis aduantageijs comoditatibus regardis eiusd' officijs ac eor' vtrique p'tiū seu spectantibus, Ac in tā amplis modo & forma prout di& N. W. aut aliquis alius in officijs illis aut eorum altero antehoc tempus habuit siue percepit eo quod' expressa mencio &c. (C) Et specialiter non obstante statuto actu aut ordinatione in quodam parliamēt' tenit apud villam nostrā de D. in terra nostra Hibern' p'd' die lunę px. post festū S. Andree Apost' anno regni p'clarissimi patris nostri H. 7. nuper Regis Anglię decimo coram E. D. P. nūlite deputat' ipsius domini Regis patris nostri terræ

terre nostre Hibernie p<sup>re</sup>cedit in hac verba quod abinde, & deinceps nulla personarum quae habent ad administrandam iustitiam in dicta terra nostra Hibernia, Cancellus, Thess. Iustic' de Banco & de communi banco, capitalis & secund' baro de Saccharo p<sup>re</sup>cedit ibid. Clericus sive magister Rotular' ac omnes offic' computabil' nō habeant de cetero aliq' auctorit' in talib' offic' suis per litteras patentes domini regis nisi solummodo ad placitum & voluntatem domini Regis. Et quod si aliqua concessio nūc facta vel in posterū fiend' alicuius vel aliquorum officiorū pradiet' alicui personae in contrarium sit fact', quod illa cōcessio adiudicetur vacua & nullius vigoris in lege: aliqua alia re causa aut materia quacūq; in contrarium inde non obstant. In cuius rei testim' &c. has litteras n<sup>ost</sup>ras fieri fecimus paten' Teste meipso apud W. 3. die Decemb, anno Regni nostri &c.

Sect. 241. ¶ A Grant for a fellowship in the Kings Hall in Cambridge.

(A) HENRY &c. To our trustie and welbeloued the Master of our Colledge called the Kings hall within our Vniuersitie of Cambridge, and in his absence to his Lieutenant or Deputie there grating. For as much as we be credibly informed, that our welbeloued Subject A. B. Scholer of our said Vniuersitie is greatly desirous and minded to continue at Schole for his further increase in vertue and learning, We let you to werte, that considering his vertuous intent and purpose, for his better exhibition in that behalfe, we haue giuen and graunted, and by these presentes do giue and grant vnto him the rolowe of a fellow of and within our said Colledge, and if any be now void, or els the rolowe of a fellow, any within our said colledge which shal first and next fall void within the same, by death, diuision, surrender or other wise. We haue and inioyn the same rolowe with all maner rights, profits, emoluments and dueties thereunto belonging, to the said A. B. for terme of his life, with all benefice or benefices, pension

or annuallie, not exceeding the yearly value of v. pounds, in as ample and large manner as any heretofore hath had, or enjoyed the royme aforesaid: any act, statute, ordinance, or any thing to the contrary hereof in any wise notwithstanding: wherefore, we will and command you, that according to the effect and purpose of this our grant, ye doe admitte the said A. B. unto the said royme of a fellow accordingly. And these our letters shalbe your sufficient warrant and discharge in this behalfe. Given &c.

Self 242. *If A patent of a receiver of rent for terme of life, with a fee.*

(A) **O**Mnibus Christi fidelibus ad quos presens scriptum peruenierit R. G. comes L. sal. in dño sempiternā, Sciatis me prefatū Comitem dedisse, & per hoc presens scriptum meum concessisse E. H. generoso, officium receptoris omnium exituum proficuum, & denariorū summarū crescentium & prouenientium de omnibus manerijs, terris & tenementis, redditibus & hereditamentis meis quibuscunque in comitatu B. & C. ac etiam officium superuisoris omnium predictorum maneriorum, terrarum, tenementorum, & hereditamentorum meorum quorumcunque. Ac ipsum W. H. receptorem, ac superuiforem maneriorum terrarum &c. constituisse & ordinasse, prout per presentes ordinauimus, & constituimus, (B) Habendum tenendū, & occupandū officia predicta, & eorum vtrumque per se vel suum sufficientem deputatum aut deputatos suos pro termino vite eiusdem W. H. cum omnibus proficijs, commoditatibus, & preheminentijs quibuscunque eis in officijs seu eorum alteri de antiquo spectant siue pertiñ in tam amplis modo & forma prout aliquis alius vel aliqui alij officia pred' seu eorum alterum ante hac tempora vsus fuit aut fuerunt. (C) Et ulterius sciatis me pref. C. dedisse & hoc presenti scripto meo concessisse pref. W. H. pro executione & occupatione officioꝝ pred' quendam annualem redditū xl. marcarum sterl' exeunt de omnibus pred'

præd' manerijis, terris, tenement &c. Habendum, leuand', & percipiend' eundem annualem redditum xl. marcaꝝ p̄f. W. pro termin' vite sue naturalis per manus suas proprias de exitibus & proficiuis maner' terre &c. per equales porciones, & si contingat præd' annualem redditum quadraginta marcarum a retro fore &c.

Sect' 243. *A letter patent of a yerely annuities, with diuers other clauses of fees.*

(A) R Ex &c. omnibus ad quos hoc p̄sens script' peruenit, salutem. Sciatis q̄ nos in cōsideratione boni & fidelis seruicij p̄ dilectū nobis in Christo N. ante hæc tempora impensi, dedimus & concessimus, ac per presentes damus & concedimus eidem N. quandam annuitatem, siue annualem redditum l. li. sterlingorum, annuatim habendum, percipiendum, gaudendum & recipiendum, de exitibus, reuentionibus, & proficiuis hanaperij nostri per manus clerici, vel custodis eiusdem hanaperij nostri pro tempore existēt. Habend' & annuatim percipiend' præd' annuitatem siue annualem redditum l. li. p̄f. N. pro termino vite sue naturalis de exitibus, reuentionibus & proficiuis eiusd' hanaperij, per manus clerici vel custodis dicti hanaperij pro tēpore existentis ad festa annunciationis beate M. virginis, & S. Mich. archangeli equis porcionibus, super sola demonstratione harum litterarum nostrar' patentium, seu earum irrotulament' in dicto hanaperio nostro fact' vel alibi præfat' custodi pro tēpore existenti ostens', absque aliquo breui, vel aliquibus breuib' seu mandatis, extra canē nostrā super easdē literas nostras patentes prosequend', ac præf. clerico aut custodi aliqualiū dirigend', (B) Dedim' etiā & concessimus, ac per presentes damus & concedimus eid' M. pro termin' vite sue, unū doctū vini Vastonieꝝ, annuatim percipiend' durante vita sua per manus pincerne nostre Anglię pro tempore existent' deliberandū, de illo vino quod id' pincerna noster pro tēpore existens habebit & recipiet ad vsum nostrum ratione officij sui prædicti.

Necnon



Necnon damus & concedimus eid' N. pro termino vite sue annuatim tantū serici Anglice veluet, de serico nostro de garderoba nostra, & tantā penellam de ead' garderoba nostra annuatim percipiend' & liberādum per manus magistri garderobe nostre præd' pro tēpore existent', quantum satis erit & seruiet ad faciendum præd' N. vnā togam de serico, Anglice veluet, & penulatā annuatim p terminū vite sue de illis sericis Anglice veluet, & penulis, de quibus magister de garderoba nostra pro tempore existēs annuatim recipiet & habebit ratione officij sui præd', (C) Ac etiam damus & concedimus eidem N. annuat' durante vita sua duas damas idoneas, viz. vnum Anglicè a *Buche of season* in estate, & aliam Anglicè a *Doe of season* in hieme, in magno parco nostri de Wy. in com' nostro de S. annuatim capiend' & habend' tam per seipsum quam per aliquē alium siue aliquos, per ipsum assignādum per custodes in parco nostro pro tempore existent' eidem N. deliberand'. Et volumus & concedimus quod bene liceat & licebit præf. M. & assign' suis durante vita sua præd' annuatim venari & fugare in eodem parco nostro pro prædictis duabus damis capiend' & interficiend', & eas abinde carlandum, asportandum & habendum vbicunque placuerit ad voluntatem suam, sine impedimento nostro & heredum nostrorum fore starioꝝ, parcariorum, & aliorum officiariorum & ministrorum nostrorum quorumcunque durāte vita sua. Et vltcrius damus & concedimus eidem N. C. li. sterl' de dono & regardo nostris de exitibus reuentionibus, & proficuis hanaperij nostri prædicti prouenien', siue crescent, per manus prædicti clerici eiusdem hanaperij pro termino existent', soluendum, & deliberand' indilate post ostensioꝝ sibi harum literarum nostrarū patētium absque compoto seu aliquo alio inde nobis vel hered' nostris redd' seu soluend' pro præmissis seu aliquo præmissioꝝ. Et volumus & concedimus quod prædictus clericus de hanaperio nostro pro tempore existens & præd'

præd' Magister de garderoba nostra prædict' pro tempore existens habeant plenam allocationem coram quibuscunq; Auditoribus & iudicib' nostris in quibuscunq; curijs & locis super specialibus compotis suis faciend', de exitibus, reuentionibus, & proficuis sepecialibus, ratione officiorū suorum nobis emergentibus siue crescentibus, viz. dictus clericus hanaperij nostri pro tempore existens, tam pro annuali solutione præd' annuitatis siue annualis reditus l. li. quàm pro præd' C. li. de regardo nostro præf. M. vt præmittitur per nos concess. Et prædict' Magister garderobæ nostræ prædict' pro deliberatione dictæ annualis serici siue veluet & penularum annuatim ad faciendum præf. N. vnā togā penulatā. Eo quod expressa mentio de vero annuo valore, aut aliqua alia certitudine præmissorum, seu eorum alicuius, aut de alijs donis siue concessionibus, per nos aut aliquem progenitorū nostrorum præfat' N. ante hæc tempora factis in præsentibus minimè facta existit: aut aliquo statuto, ordinatione, actu, restrictione, prohibitione, seu prouisione, aut aliqua alia re, causa vel materia quacunq; in aliquo non obstante &c. In cuius rei testimonium &c.

Seç 244. ¶ *A Grant of the office of the Pipe by the king in reuersion.*

(A) R Ex &c. Cum præclar' pater noster H. nuper Rex Angliæ vij. per literas suas patentes, quarū dat' est apud Westm̄ xv. die Maij, Anno Regni sui xxij. ordinauerit, deputauerit, & constituerit dilect' sibi T. B. ingrossator' magni Rotuli in Scaccario suo siue clericum Pipe eiusdem Scaccarij, ac eidem T. officium ingrossatoris magni Rotuli sui, siue cleric' Pipe in Scaccario suo præd' dederit & concesserit. (15) Habend' & occupand' eidem T. B. per se, vel per sufficient' deputatum suū, siue deputatos suos sufficiētes pro termino vitæ suæ, percipiend' inde pro officio illo exercend', feod', vadiū, regardum, liberatum, victum & proficua, eid' officio quoquo  
T j modo

modo debita, consueta siue spect, in tam amplis modo  
& forma, put aliquis alius dictum officiũ ante hæc tem-  
pora occupans & exercens habuit & percepit, in, & pro  
executione eiusdem officij: soluẽd' eid' T. de tempore in  
tempus annuatim limitand', percipiend' & assign' ad  
terminos in dicto Scaccario suo ab antiquo limitat', su-  
per sola demõstratione literarum dicti patris nostri siue  
eorundem irrotulamenti, in dicto scaccario suo facto &  
ostenso, absq; aliquo breui aut breuib' siue mandato  
extra Cancellariam dicti patris nostri super eisdẽ literis  
prosequend', aut Thes. & Bar de Scaccario suo aliquate-  
nus dirigend', vnã cũ omnibus & omnimodis alijs pro-  
ficiis, commoditatibus, aduantijs & emolumentis,  
dicto officio qualitercunq; debĩt consuet' siue spectanti-  
bus, prout in eisdẽ literis plenius continetur. (B) Sci-  
atis qd' nos ob certas grandes causas nos & consilium  
nostrũ mouentes, & in consideratione boni & accepta-  
bilis seruitij, tam dicto preclarissimo patri nro H. nuper  
regi Angl' septimo, ac dom' E. nuper regi Angl' quarto  
Auo nostro, quã nobis p dilectum seruiẽtem nostrum  
W. P. vnum Clericorum in officio priuati sigilli nostri  
multipliciter impens. & imposterũ impendendi, de gra-  
tia nostra speciali ordinauim', deputauim' & constitui-  
mus præf. W. P. ingrossator' magni Rotuli in Scaccario  
nostro siue clericum Pipe eiusdem Scaccarij: ac eidẽ  
W. officium ingrossatoris magni Rotuli, siue cleric' Pipe  
in Scaccario nostro præd' damus & concedim' per præ-  
sentes. (C) Habend' & occupand' officium præd' eid' W.  
per se, vel per sufficientẽ deputatum suum, siue deputa-  
tos suos sufficientes, pro terminũ vitæ suæ immediat post  
decessum ipsius T. aut per restitutionem literarũ patẽĩ  
dicti patris nostri eidẽ T. inde factarũ, aut per resump-  
tionem forisfacturã vel priuatiam, seu aliquã aliam cau-  
sam vel materiam quancunq; idẽ officium vacar' seu ad  
manus nostras aut donationẽ, dispositionẽ, seu concessi-  
onem nostrã deueniĩ, accidere, seu pertinere contigerit,  
&

& percipiend' pro officio illo exercendo, feoda, vad', regard', liberatū, victū, & proficua eidem officio quoquo modo debīt consue't siue spectant, in tām amplis modo & forma, prout idem T. B. aut aliquis alius dict' officium preante occupans habuit & percepit, in & pro exercitio & occupatione eiusd' officij: Soluend' eidē W. de tempore in tempus aduatiū limitand', percipiēd' & assignā ad terminos in dict' Scaccario nostro ab antiquo limit', super sola demonstrationē presentium literarum, siue earundē irrotulament' in dicto Scaccario fact' & ostenso, absq; aliquo breui aut breuib' seu mandato extra Cancellariam nostram super eisdē literis nostris prosequendo, aut The' & Baronibus de dicto Scaccario nostro aliquatenus dirigendo, ynā cum omnibus & omnimodis alijs proficuis, commoditatibus, aduantijs & emolumentis dicto officio qualitercunq; debitis consue't siue spectant. (D) Eo quod expressa mentio de vero valore annuo, aut quouis alio valore officij, vadiorum, feodorum, proficuum, commoditatum & liberat' pred' in literis nostris pred' facta minimē existit, aut eo quod predict' T. B. ad tunc superstes existit, aut aliquo statuto, actu, vsu, consuetudine, promissione, ordinatione, vel restrictione in contrarium fact', edit', habīt, prouisis, seu ordinatis, aut aliqua alia re, causa, vel materia quacunq; in aliquo non obstante. In cuius rei testimonium &c.

Sect' 245. ¶ *Letters of Manumission of a bondman.*

(A) VNiuerfis & singulis Christi fidelibus presentes literas inspecturis, T. R. miles dominus S. & M. Comitissa R. vxor eius salutem in domini sempiternam. Cum I. B. alius dict' I. B. natiuus noster, filius R. B. alias dict' R. B. natiui nostri, spectantis siue appendentis manerio nostro de B. in com C. in villenagio pcreatus fuerat, est ac pro tali & vt talis communiter dictus, tentus, habitus, & reputatus palam, publicē & priuatē. Noueritis nos T. R. &c. certis de causis veris & legitimis, nos &



animos nostros in ea parte mouentibus, pro nobis & hæredib' nostris in perpetuum manumississe, liberasse, & ab omni iugo seruitutis & villenagij exoneraſſe, prout per præſentes noſtras literas patentes manumittimus, liberamus & exoneraamus præd' I. B. cum tota ſequela ſua procreata & procreanda, bonis & catallis, terris & tenementis ſuis perquiſitis, ſiue impoſterum perquirendis quibuſcunq;. (15) Sciatis etiam noſ præſ. T. & M. remiſſiſſe, relaxaſſe, ac omnino pro nobis, hæredibus & executoribus noſtris in perpetuum quiet clamare, ſicut per præſentes noſtras literas relaxaſſi, remiſſi, & quiet clamamus eiſdem I. B. alias dict' I. B. & hæred' ſuis, & tot ſequelæ ſuæ, omnes & omnimodas acciones reales & perſonales, ſectas, querelas, ſeruitia, calumpnia, transgreſſa, debita & demanda quecunq;, quas verſus eundẽ I. B. alias dictum I. B. vel aliquos hæred' ſeu ſequelarum ſuarũ, aut eorũ aliquem habem', habuimus, ſeu quouifmodo habere poterimus, aut hæred' noſtri habere poterint in futurũ, ratione ſeruitutis & villenagij præd', vel aliqua quacunque de cauſa ab origine mundi, uſque in diem confectionis præſentium. Ita viz. qd' nec noſ præd' T. dominus S. M. Comitiffa R. nec alter noſtr, nec hæred' noſtri, nec aliquis alius per noſ, pro nobis, ſeu nomiñ noſtr, aut alterius noſtrum, aliquam actionem, ius, titulum, clameum, iutereſſe ſeu demand' villenagij vel ſeruitutis per breue dñi Regis, ſeu aliquo modo quocunque verſus dictũ I. B. alias dict' I. B. aut ſequelã ſuã procreat ſeu pcreand', bona aut catall', terf aut teñta ſeu perquiſita, vel in poſterum perquirend' de ceter' exiſet, clamare ſeu vindicare poterimus, poterit, aut vnquã poterint in futurum, ſed totalitẽr ſimus in perpetuum exind' penitus auerſi & excluſi per præſentes. Et noſ vero præd' T. S. & M. & hæred' noſtri, præſ. I. B. alias dict' I. B. cum tot ſequela ſua procreat ſeu pcreanda liberos erga gentem omnem warrantizabimus in perpetuum per præſentes. In cuius rei teſtimonium &c.

Sect. 246. ¶ An other forme of manumission in English.

(A) **T**O all Christian people, to whom thys present commeth A. Earle K. Lord S. and of K. sendeth grating in our Lord God everlasting. Be it knowen unto all people, that whereas wee by the information of certain persons haue made title and claime to one J. T. of L. in the Countie of B. and to one W. T. brother to the same J. T. of S. in the countie of K. and all their issues of their bodies comming to be villeines and bound vnto vs and appendant to our manor of J. in the Countie aforesaid. (B) And forasmuch as we finde neither profe nor sufficient ground whereby we may vnderstand that the said J. and W. or any of their issue should be villeines or bound vnto vs, but by euident profe in sundrie wise brought and shewed to vs, wee rather vnderstand the contrary to be true, therefore we beeing desirous to set all doubtfull matters apart, and willing also the said J. and W. to be no further greened or molested wrongfully without sufficient cause, and that they may from henceforth liue in libertie of the same, haue remised, released &c. vt supra.

### ¶ Attornement.

Sect. 247. ¶ The forme of indorsing or entering of Attornement is vpon any deede of diuers tenants, as ensueth.

(A) **A**d because landes and tenementes and such thinges as naturally lye in graunt cannot be transferred from one to another by bare grants of the parties without that attornement and agreement of others, it is meete somewhat to discourse of Attornement. An Attornement therefore is the agreement of the tenants of the land, which is when the leignorie, rent, reversionis or remainder is graunted vnto hym to whom the same is graunted. (B) And enery Attornement is either actuall, or in law: An actuall attornement is the

I ij consent

consent of the tenant to such graunt in any such déede by some overt or open act, as by saying, I become your tenant according to this déede: Or that he liketh well thereof, or is contented therewith, or that hee attorneth tenant to the grauntée according to the tenor thereof, giuing to hym some mooney in name of Attornement &c. Littleton 551. Plowden 25.a. 344.a. (C) Attornement in law is when the person that ought to attorne doth not by plains and expresse wordes, as is aforesaid, declare his consent to such a graunt, but doth some other such act as in law sufficiently argueth his agreement therunto. As if there be Lord and tenant, & the tenant leaseth for life to a woman, & remainder in fee to another, and the woman taketh an husband to whom the Lord graunteth the seruices: Or if there be Lord and tenant, who marieth a wife, and after the Lord graunteth the seruices to her, & her husband accepteth the déede: Or if a lease be made for life or yeres, and after he that hath the reuerſion or remainder graunteth the same to his lesſee who accepteth of the déede, These and such like be Attornements in law. Littleton. Sec<sup>t</sup> 558. 559. 560. 561. 564. &c.

¶ Attornement of the tenant for terme of life.

(D) ¶ Memorandum that the within named E. P. being tenant for terme of life of the said manors of D. & other the lands & inheritance expresse in this Indenture, did the v. day of J. in this present moneth of June the xxxj. yere of the Quenes Maiesties raigne that now is, attorne vnto the within named J. B. according to the effect of the grant mentioned in the said Indenture. And for prooe thereof did giue vnto him the said J. in the name of Attornement the summe of iij. l. of vsuall english money, in the presence of these persons whose names are subscribed. viz. A. B. C. D. &c. ¶ Or thus by diuers Tenants.

(E) ¶ Memorandum that the persons whose names are under written, tertio die I. & Anno &c. did attorne & become tenants vnto the within named E. B. & P. his wife, according to the purport of the lease within mentioned. And for

for profe therof every one of them did give unto the said C. and P. one pennie in the name of Attornement.

¶ Or thus in Latin.

(F) ¶ Memorand' etiam qd' 16. die M. anno suprad', R. S. G. H. G. C. &c. teñ diuersarū parcellarū tenementorum predictōr ex seperalibus dimissionibus dicī T. W. super teñtis predictis se pfatis T. W. & T. S. inde attornauerunt tenent, Ipsiq; singuli dederunt prafat T. W. & T. S. singulos denarios nomine attornamenti pradioti &c. in prafetia testiū predictōrū & aliorū, scilicet A. B. &c.

¶ Or thus with liuerie of seisin also.

(G) ¶ Sciatis quod possessio & seifina de terris & teñtis infrascript capē, & deinde deliberať fuit infrascript S. P. p infranominat W. S. decimo die Iunij añ infrascript, ad vsum infrascript, & secundum tenorem huius presentis cartæ indentat: necnon eodem die apud M. pradiot infranominat T. W. tenens vnus clausi parcell pramissorum vocat C. pro termino vite sue & vnus anni vltorius p eodem clauso, tam eidem S. quam infranominat E. S. R. G. & E. M. secundum tenorem huius chartæ indentat attorñ & liberauit eidē S. vnum denariū legalis monete Angl' in nomine attornac' & seifin redditus sui p ipsum annuatim, soluend' pro eodem clauso durante termino pradiot in prafetia W. N. &c.

Sec. 248. ¶ A deede of Attornement vpon a grants of reuerfion.

(A) O M nibus Christi fidelibus ad quos prafens scriptum peruenerit, T. H. de W. Salutem in domino sempiternam. Cum ego pradiot T. habeam & teneam pro termino vite mee vnum tenementum cum suis pertinentijs in villa de C. vocat D. qd' quidem teñtum cum suis ptiñ, & reuerfionē inde (cum acciderit) post meū decessū T. B. pquisiuit de W. H. filio meo & hared' naturali: Noueritis me pf. T. H. posuisse pd' T. B. in plenā & pacificā possess. & seifin de reuerc' dicti teñti cū oib' suis ptiñ, per solutionē vni' denarij argēti. In cuius rei &c.



Sec. 249.

*¶ A deed of Attornement.*

(A) **O**Mnibus Christi &c. H.A. de N. gener' Salutem in domino sempiternam. Cum ego prædict' H. habeam & teneam pro termino vite mee vnum tenementum cum quodam fonte hauribil' construct', iacent' prope dictū tenementum in N. in parochia sancti P. de M. cum cell', fundis, terris, vijs. & passagijs dicto tenito & fonti spectan' vel pertineñ nuper W. de N. prout scituat' in foro ibidē, Cuius quidē teniti & ceterorū pmissorum cum suis ptineñ reuersio quibusdā R.S. & A.N. spectat: Ac etiam cum ego præd' H.A. habeam & teneam ptermino vite mee vnū aliud tenemētū scituat' in N. in dicta parochia S.P. cum cellis & vaul' edificat', & omnibus suis ptineñ nuper W.H. de N. in loco voc' for' panis, cuius teniti & ceterorū præmissor' reuersio præf. R.S. spectat. Et quia mihi præf. H. ad præsens satis constat, qd' præd' R.S. per duo script' sua seperalia gereñ dat' &c. Ann' &c. barganizauit, dederit & concesserit ac p illud scriptum suum confirmauerit W.P. de N. groceñ, & A. vxor' eius, & hæred' suis reuersiones dictorum tenemētōrū & ceterorū præmissorum, prout per script' illa mihi præf. H. liquet aptius. Noueritis nunc me pf. H. tenitē dictorum duorū tenitorum & ceterorū præmissorū cum pertineñ, vt præd' est, ex mera & spontanea voluntate mea præf. W.P. & A. vx. eius, ratione dictę concessioñ dict' reuersioñ, de & in prædictis tenementis & ceteris præmissis sic per me iam tenit, per solutionem vnus denarij attornasse & quantū in me est, dict' donac', cōcessioñ & contract' dict' reuerc' tenemētōrū ac ceterorū præmissorū cū suis pertiñ in forma præd' fact' assensisse, & consēsum præbuisse, & illa approbasse in perpetuum per præsentēs. In cuius &c.

Sec. 250.

*¶ A graunt of landes in fee simple by the king to be holden in Capite.*

(A) **R**Ex omnibus ad quos &c. salutē. Sciatis qd' nos pro summa CCij. li. legalis monetę Angl' ad manus Thesaurarij reuencionū augmentationum Coronę nostrę

noſtre ad uſum noſtrum per dilect' nobis H. W. de R. in  
comit noſtro N. generoſum ſolu't, de gratia noſtra ſpeci-  
ali ac ex cert' ſcientia & mero motu noſtris dedimus &  
conceſſimus, & per preſentes damus & concedimus ei-  
dem H. W. totum Scitum & capitale meſuagiū manerij  
noſtri de R. in R. in com noſtro N. nuper monaſter' de C.  
in eodem com noſtro N. modo diſſolu't dudum ſpectant'  
& pertiñ, ac parcellas poſſeſſionum inde exiſteñ, ac om-  
nes terras dñicales manerij præd'. Necnō oīa meſuagia,  
domos, horrea, edific', hortos, pomeria, gardina, curti-  
lag. terras, prata, paſcua, paſturas, aquas, piſcarias, com-  
munias, iura, cōmoditates & hereditamēta nra quecun-  
que cū ſuis pertiñ vniuerſis in R. in com præd', ac alibi  
vbicunque in eod' com dicto capitali meſuagio manerij  
præd' quoquomodo ſpectantia vel pertiñ, cū eod' capita-  
li meſuagio dimiſſa, viſitata, ſeu occupata exiſteñ, ac nu-  
per in tenura T. H. armigeri, & modo in tenura ſeu occu-  
patione dicti H. W. cū dicto capitali meſuagio exiſteñ,  
ac etiā oēs & omnimodos boſcos, de, in, & ſuper dictis  
terris & ceteris præmiſſis creſceñ, & exiſteñ, Damus etiā  
ac per pſentes pro conſideratione præd' concedimus pſ.  
H. W. aduocationē, donationem, liberam diſpoſitionē,  
& ius patronatus rectorie & eccleſie parochialis de A. in  
dicto com noſtro N. (13) Habend' tenend' & gauden-  
dum totū præd' ſcitū & capitale meſuag. manerij præd',  
ac præd' terras, prata, paſturas, aduocationem, & cetera  
omnia & ſingula præmiſſa ſuperius expreſſa, & ſpecifi-  
cata cum ſuis pertinentijs vniuerſis, præf. H. W. hered'  
& aſſignat' ſuis in perpetuum, Tenend' de nobis, he-  
red' & ſucceſſoribus noſtris in capite, per ſeruic' viceſime  
partis vnius feodi militis, ac reddēd' inde annuatim no-  
bis hered' & ſucceſſoribus noſtr' xx. s. ad curiam noſtrā  
augmentationum reueñ corone noſtre ad feſtum Mich.  
Archangeli ſingulis annis ſoluend', pro omnibus redi-  
tibus ſeruicijs & demandis quibuſcunque proinde no-  
bis hered', vel ſucceſſoribus noſtris quoquomodo red-  
dendis,

dendis, soluendis, vel faciendis, (C) Et ulterius volumus, & per presentes concedimus prefato H.W. heredibus & assignatis suis, qd nos & heredes & successores nostri in perpetuum annuatim, & de tempore in tempus exonerabimus, acquietabimus, & indemnes conservabimus eundem H.W. heredes & assignatos suos versus nos heredes & successores nostros, & versus quascunque alias personas de omnibus & omnimodis redditibus, feodis, annuitatibus, pensionibus, & denariorum summis quibuscunque de premissis seu de aliquo premissorum exeunt seu soluendis, vel superinde oneratis seu onerandis, preterquam de redditu & servitio superius per presentes reservatis. (D) Volentes etiam & firmiter iniungendo precipientes tam Cancellario & concilio dictae curiae nostrae augmentationum reventionum coronae nostrae pro tempore existentibus, quam omnibus receptoribus, auditoribus, & alijs officiarijs & ministris nostris quibuscunque, quod ipsi & eorum quisque super solam demonstrationem harum literarumstrarum patenc' vel super irrotulamento earund', absque aliquo alio breui seu warranto a nobis, hered', vel successoribus nostris quoquomodo impetrand', seu proseguend', super solutione dicti annui redditus xx. s. plenam, integram, debitamque allocationem & defaultionem, deductionem, & exonerationem manifestam, de omnibus & omnimodis huiusmodi redditibus, feod', annuitatibus, pensionibus, & denariorum summis, de premissis seu de aliqua inde parcella (vt prefertur) exeunt seu soluend', prefato H.W. hered' & assignatis suis facient & fieri curabunt. Et hae litterae nostrae patentes erunt annuatim, & de tempore in tempus tam dicto Cancellario & concilio nostro quam omnibus receptoribus, auditoribus, & alijs officiarijs, & ministris nostris sufficiens warrant' & exoneratio in hac parte. Et insuper de amplior' gratia nostra damus & per presentes concedimus pref. H.W. omnes exitus, redditus, reventiones, & proficua omnium & singulorum premissorum superius expressorum

forum & specificatorum cum pertiñ, a festo S. Mich. archangeli ultimo preterito hucusque prouenien siue crescen. Habend' eidem H. ex dono nostro absque composito seu aliquo alio proinde nobis hered' vel successoribus nostris quoquomodo reddendo, soluendo, vel faciendo. (C) Et ulterius de vberiori gratia nostra volumus, & p presentes concedimus praf. H. W. quod habeat & habebit has literas nostras paten sub magno sigillo nostro Angliæ debito modo factas & sigillat absque fine seu feodo magno vel paruo proinde nobis in Hanaperio nostro seu alibi ad vsum nostrum quoquomodo redd' soluend' vel faciend', eo quod expressa mencio &c. In cuius rei &c.

Sect 251. ¶ *A Grant of a gift of a Manour with the aduowson appendant by the King.*

(a) R Ex &c. omnibus ad quos &c. Salut. Sciatis q nos ex gratia nostra speciali, & in cōsideratione veri, & fidelis seruic' q dilect' seruientis noster A. B. nobis pstitit & durante vita sua prestare intendit, dedimus & concessimus ac tenore presentium, damus & concedim' pf. A. maneriū nostrum de B. cū suis membris, & pertiñ in com' nostro S. necnon rectoriā de B. in eod' com' S. ac aduocationē ecclesię de B. pred' vñ cū omnibus & singulis suis glebis, decimis, oblationib', mortuar', porcionibus, pencionibus, & alijs proficuis quibuscunque eidem rectorie de B. aliquo modo pertiñ siue spectantibus. Ac etiā aduocationē & patronatū vicarię de B. pred' cum suis iuribus & pertinētijs valueris, necnō omnia & singula mesuagia, terras, conuētia, prata, pascua, pasturas, boscos, subboscos, redditus, reuerfiones, molendina, seruitia, feoda militū, ward', maritagia, releuia, eschaetas, cōmunias, aquas, stagna, vastas, warrenas, libertates, frāches, curias, iocū, & perquisitiones curia, aduocationi & patronatū vicarię de B. pred', ac etiam omnes alias aduocationes & patronatū ecclesiā, capellarum, cantuarium ac alia iura & hereditamenta quecunque, cum suis per-



pertiñ vniuersis in B. præd' ac alibi vbicunque prædicto manerio, rectorie, vicarie, seu eorū alicui spectati, siue aliquo modo pertiñ, aut q̄ vt mēbra vel parcella eorund' maner, rectorie vacarie siue eorum alicuius habita cognita siue reputata fuerunt. Quod quidem manerium de B. necnon rectoria vicarie, terre, tenement, & cetera oīa & singula præmissa cū eorum pertiñ, inter alia ad man' nostras deuenerunt ac in manibus nostris iam existunt &c. de termino S. Trinitatis añ regni nostri xxix. plene liquet, (B) Habend' & tenend' omnia & singul' supra dicta maneriū, mesuagiū, terras, tenementa, prata, pastua, pasturas, boscos & subboscos, redit, reuersiones, molendina, seruic', feoda militū, ward', maritag. releuia, eschaet, communias, aquas, stagna, vassa, warrennas, libertates, franchises, curias, letas, perquisitiones curie, rectoriam, aduocationes, & patronatus ecclesiarum, capellarum, cantaria & vica' præd' glebas, decimas, oblation, ac omnia & singula cetera præmissa cum suis membris & pertinentijs vniuersis præfat' A. B. & hered' masculis de corpore suo legitime pcreatis. (C) Tenendum de nobis & heredib' nostris in capit' per seruiciū quinte partis vnius feodi militis p omni seruicio, exactione & demando quocūque absque compoto seu ratiocinio siue aliquo alio nobis, heredibus aut successorib' nostris pro eisdē reddēdo, vel faciendo. (D) Et vltorius ex vberior' gratia nostra dedimus & concessimus, ac tenore presentium damus & cōcedimus præfat' A. B. omnes & singulos exitus, redditus, firmas, proficua & emolumenta maner, mesuagiorū, terrarū, tenementorum, rectorie, & ceterorum præmissorū superius expressor, & specificator cum pertiñ a festo S. Mich. arch. vltim' preterit hucusque prouenientia & crescentia: Habend' eid' A. ex dono nostro absque compoto vel aliquo alio pro eis nobis hered' vel successoribus nostris quoquo modo soluend', reddend', exigendo, seu faciendo, Et quod expressa mencio &c. In cuius &c.

Sect' 252. ¶ *Letters patents of a Manor.*

(A) H Enricus octauus dei gratia Anglię &c. omnibus &c. Sciatis quod nos pro summa quinquaginta librarum legalis monetę Anglię ad manus Thesaur' nři Cur' nři Augmentation' coronę nostrę per A. B. & I. P. gener' ad vsum nostrum bene & fideliter persoluĩ, vnde fatemur nos fore planarię satisfactos & contentos, Eosdemque A. & I. acquietamus &c. totum illud domum & manerium nostrum de F. cum iuribus membris & pertiñ vniuersis in comitatu nostro Gloc' nuper monaster' de W. in eodem comitatu nostro de Gloc' modo dissoluĩ, dudum spectant' & pertiñ ac percell' possess. & reuencion' eiusdem nuper Monaster' dudum existē, Ac omnia & singula messuagia, molēdina toft', cottagia, curtilag', domos, edificia, structuras, columbar', hort', pomaria, gardiñ, terras, prata, pasc', pasturas, boscos, subboscos, redit', reuersiones, seruic', redit' oneris, redit' siccos, ac redit' sup quibuscunq; dimissionib' & concess. reseruāt, annuĩ, ac oēs & onimodas decimas cuiuscūq; generis seu naturę fuerint, necnō feodi firmas, aquas, piscar', Iampñ, bruer', moras, marisc', warect', moras, warrenñ, cōmunes vias, vacuos fūdos, natiuos, villanos cū cor' sequel', feod' militum, warda, maritagia, eschaet', releuia, heriof, cur', let', visus franc' pleg' que pertiñ seu in posterum spectare possunt aut debent, bona & catall' wauiāt, bona & catalla feloñ, tam de se quā aliorum feloñ, fugitiuorum cōuict', aut quoquomodo dampnatorum seu conuictorū extra cur', & alia nostra iurisdictiones, preuileg', & libert', emolumenta, proficua, commoditat' & hereditamenta nostra quecūque cum eorum pertiñ vniuersis scituāt iacent' & existē in villis & campis, parochia seu hamletis de F. in dicto comitat' nostro Gloc', ac alibi ybicunq; in eodem comitat' dictis domo & manerio pertiñ aut quoquomodo spectant', aut vt membrum, pars vel parcell' eiusdem domus & manerij ante hęc habiĩ, cogn', accept', vstitāt, reputāt, dimiss', seu locat' existē aut cum eadem

dem domo aut manerio occupat seu qualitercunque vfitat, ac omnes & singules boscos & subboscos & arbores nostras quascunque de, in, vel super prædicto manerio & domo & ceteris pmissis aut aliqua inde parcell' crescenti siue existent, Ac totam terram, fundum & solum eorundem, boscos, subboscos & arbor' & eorum cuiuslibet necnon reuersionem & reuersiones omnium & singulorum præmissorum & cuiuslibet inde parcell', ac reddit' reuersion', ac cætera animalia, & profic' quecunque super quibuscunque dimiss. concess. præmiss. aut alicuius inde parcell' fact' seu reseruât. (13) Damus etiam pro consider' prædict' ac ex certa scientia & mero motu nostris per præsent' concedimus præfat' A. B. & I. P. aduocationem, donationem, presentationem, liber' dispositionem & ius patronat' rectorie & ecclesie de S. in comitat' nostro R, nuper monaster' de A. in eodem comitat' nostro B, modò dissolut' dudum spectat' siue pertinet. Damus etiam pro consideratione prædicta, ac ex certa scientia & mero motu nostris per præsent' concedimus præfatis A. B. & I. H. P. omnia & singula dominia, maneria, messuagia, terras, tenementa, prata, pascua, pasturas, boscos, subboscos, reddit', reuersion', seruic', decimas, aduocationem ac cætera omnia & singula præmissa superius expressa & specificata cum pertinentijs, adeo plenè, libere, integrè & cum omnibus eisdem, huiusmodi, & consimilibus libertat' & immunitatibus quibuscunque in tam amplis modo & forma prout nuper abbas dicti nuper monaster' de W. ac vltimus abbas dicti nuper monaster' de A. aut eorum alter aut aliquis vel aliqui prædecessores sui in iuribus eorundem nuper monaster' seu eorum alterius aliquo tempore ante dissolutionem siue sursumreditionem eorundem nuper monaster', seu eorum alterius, vel antequam nuper monaster' ill' seu eorum alterum ad manus nostras deuen', prædict' dominium, messuagium, terras, tenement', decimas, aduocat,

uocat, ac cetera premissa. aut aliquam inde parcella habuit, tenuit, vel gauisus fuit, habuerit tenuerit vel gauisi fuerunt, seu habere, tenere vel gaudere debuit vel debuerunt. Et adeo plenè, liberè, integrè ac in tam amplis modo & forma prout ea omnia & singula ad manus nostras ratione vel pretextu alicuius Cartæ, doni, concess. confirmationis siue sursumredditionis per dictum nuper Abbatem & eorum nuper Conuentum dictorum nuper monasterii, siue eorum alteri sub sigillis suis conuentualibus aut sub sigillo conuentuali eorum alterius inde nobis confecti. Aut rationem vel pretextu alicuius Actus parliamenti aut aliter quouomodo deuenierunt, seu deuenire debuerunt, ac in manibus nostris iam existunt seu existere debent, vel debuerunt. Exceptis tamen semper nobis hereditibus & successoribus nostris omninò reseruatis omnibus & singulis aduocationibus, donationibus, presentationibus & iuribus patronatus quibuscunque dicto dominio & manerio & alteri premissis. aut alicui inde parcella quoquomodo spectanti vel pertinentibus præter prædictam aduocationem, donationem, presentationem & ius patronatus rectoris & ecclesie de S. prædicti. Que quidem dominium, manerium, messuagium, terrarum, tenementum & cetera premissa modò extendunt ad clarum annuali valorem sex librarum tresdecem solidi & quatuor denariorum. (C) Habendum tenendum & gaudendum prædicti dominium, manerium, messuagium, terras, tenementa, prata, pascua, pasturas, boscos, subboscos, redditus, reuerfiones, seruicium, decimas, aduocationem, curiam & visum franci plegii, hereditamentum, & cetera omnia & singula premissa cum pertinentiis (exceptis præexceptis) præfatis A. B. & Iohanni P. heredibus & assignatis suis imperpetuum ad solum & proprium usum ipsorum A. & I. ac heredum & assignatorum suorum imperpetuum. Tenendum de nobis, heredibus & successoribus nostris in capite per seruicium quadragesime partis



partis vnus feodi milit , Ac reddendo inde annuatim nobis, heredibus & successoribus nostris tresdecim solid' & quatuor denarios legal' monete Angliæ ad dict' cur' nra Augmētac' reuencioñ coronæ nostræ ad festum Sancti Michaelis arch. singulis annis soluend' pro omnibus redd', seruic', & demand' quibuscunque inde nobis, her' vel successor' nostris quoquomodo reddend' soluend' vel faciend': (M) Et vltorius de vberiori gratia nostra volumus, ac ex certa scientia & mero motu nostris pro nobis, heredibus & successoribus nostris per presentes concedimus præfat' A. B. & I. P. ac heredibus & assignatis suis quod iidem A. & P. & hered' & assign' sui habeant, teneant & gaudeant, aut habere, tenere & gaudere valeant & possint infra præd' dominium, manerium, messuag', terr', tenē, ac cetera pmissa & infra quālibet inde parcell', tot, talia, tanta, huiusmodi & cōsimil' cur', let', vis. franc' pleg', & omnia quæ ad cur', let' & vis. franc' pleg' pertinent seu impofter' spectare possint aut debent: fines, amerciamēt, assis. panis, vini & seruicie, liberas warennas, decimas, bona & cattall' wauiañ, bona & catall' felon' tā de se q̄ alioñ felon' fugitinoñ, vtlagañ, attinct' seu conuictor', wauias, extrahur', & alia iura, iurisdic', priuileg', libertat', franc', proficua, cōmoditat', emolument' & hereditamēt quecunque, quot, qualia, quantū & quæ dict' nuper abbas dict' nuper monasterij ante illud ad manus nostras deuenit in prædict' dominio manerio & cæteris præmissis aut in aliqua inde parcell' habuit, tenuit & gauisus fuit: habuerunt aut tenuerunt p-textu alicuius Cartæ, doni, concess. siue confirmac' aut aliarum patentium per nos seu per aliquem progenitoñ nostroñ præfat' nuper abbati & nuper conuent' dicti nuper monaster' de W. aut alicui vel aliquibus pdecessorū suorum quoquo modo fact' vel concess. aut ratione vel prætextu alicuius præscriptionis, vsus seu consuetudinis ante hæc, aut aliter quocūque modo legitimo habiñ aut vsitat'. Volumus etiam pro consideratione prædict' ac ex certa

certa scientiâ & mero motu nostris, pro nobis, hæredibus & successoribus nostris per præsentés concedimus præfat. A. B. & I. P. hæredibus & assignat. suis, quod nos, hæredes & successores nostri imperpetuum annuatim, & de tempore in tempus acquietabimus, exonerabimus, & indemnes conseruabimus tam eosdem A. B. & I. P. ac hæredes & assign. suos, quàm prædict. dominium, manerium, mesuag', terr', tenement', & cætera omnia & singula præmissi, & quamlibet inde parcell' cum pertinentijs vniuersis contra nos, hæredes & successores nostros, & versus omnes aliam personam & personas quascunq; de omnibus & omnimodis corrodijs, reddit', feod', annuitatibus, pencionibus, porcionibus, & denariorum summis quibuscunq; de prædict. dominio & manerio, mesuag', terr', tenent', & cæter. præmissis, aut de aliqua inde parcella quoquo modo exeunt seu soluend', vel super inde onerat' seu onerand' preterquam de reddit' & seruitijs superius nobis & hæredibus & successoribus nostris per præsentés reseruât: Ac preterq; de omnibus & singulis reddit', oneribus, & denariorum summis quibuscunq;, qui aliquis firmat' vel firmarij præmissi, aut alienius inde parcell' tenet seu tenent soluere, aut quoquo modo onerat' soluere seu facere: Volumus enim & per præsentés firmiter iniungend' præcipimus, tam Cancellario & Consilio nostro dict. cur' nostræ Augmentac' reuentionû Coronæ nostræ pro tempore existen', quàm omnibus & singulis Receptoribus, Auditoribus, & alijs Officiarijs & Ministris nostris, hæred' & successor' nostrorum quibuscunq; & eorum cuilibet, quod ipsi & eorum quilibet super solam demonstrationem harum nostrarum literarum patent', aut irrotulamentum earundem absq; aliquo alio breui seu warrant. à nobis, hæredibus vel successoribus nostris quoquo modo impetrand', obtinend', seu prosequend', super solutionem dicti annui red' nobis, hæredibus & successoribus nostris superius per præsentés vt præfertur reseruât, plenam, integ'r debitamq; allocac',

defalcationem, deductionē & exonerationē manifestam  
præfat' A. B. & I. P. ac hæredibus & assignat' suis facient,  
& de tempore in tempus fieri causabunt. Et hæc literę nræ  
patentes & irrotulament' earundem erunt annuatim &  
de tempore in tempus tam dicto Cancell' & consilio nro  
dict' Cur' nostr' Augustac' reuentionū Coronæ nostræ  
pro tempore existē, quam omnibus & singulis prædict'  
Receptor', Auditor', & alijs Officiar' & Ministris nostris,  
hæred' & successor' nostrorum quibuscunq; & eorum  
cuiibet sufficiē warrant' & exoneration' in hac parte :  
Damus etiam pro consideratione prædict', ac ex certa  
scientia & mero motu nostris per præsentēs concedimus  
præfat' A. B. & I. P. omnia & singula reddit', reuersiones &  
proficua quecunq; ad præd' dominium, maner', mesuag',  
terr', tenement', ac cætera omnia & singula præmissa ac  
quālibet inde parcell' cum eorū pertiñ vniuersis, á festo  
Michaelis archangeli vltim' præterit' hucusq; prouenient'  
siue crescent'. Habend' eisdem A. B. & I. P. ex dono nos-  
tro, absque compoto seu aliquo alio proinde nobis, hæ-  
redibus & successorib' nostris quoquo modo reddend',  
soluend' vel faciend'. (Itē) Volumus etiā p considerati-  
one prædict', ac ex certa scientia & mero motu nostris  
per præsentēs concedimus præfat' A. B. & I. P. quod  
habeant & habebunt has literas patentes nostras sub  
magno sigillo nostro Angliæ debit' modo fact', & sigill'  
abiq; sine aut feodo magno vel paruo nobis in hanape-  
rio nostro seu alibi faciend', eo quod express' mentio de  
vero valore aut de certitudine præmiss' siue eorum alicu-  
ius, aut de alijs donis siue concessionibus per nos præf.  
A. B. & I. P. ante hoc tempus fact' in præsentib' minimè  
fact' existit : aut aliquo statuto, actu, ordinatione, pro-  
uisione siue restrictione inde in contrarium fact', edit',  
ordinat', seu promiss', aut aliqua alia re, causa, vel materia  
quacunq; in aliquo non obstante. In cuius rei testimo-  
nium, &c.

Self 253.

*A Grant of the incorporation of  
a Towne.*

(A) Elizabeth &c. Archiepiscopis, Episcopis, Ducibus, Comitibus, Baronibus, Militibus &c. salutem. Sciatis quod nos de gratia nostra speciali, ac de certa scientia, & iure motu nostris, concessimus, & per presentes concedimus pro nobis & heredibus nostris quantum in nobis est, dilectis nobis hominibus & inhabitantibus infra villam de R. in conitatu nostro de H. quod villa illa sit villa incorporata de vno Balliuo & inhabitantibus infra villam predictam in perpetuum, & quod Balliuus & inhabitantes infra eandem villam sint & esse debeant vnum corpus incorporatum, & vna Communitas perpetua, iure & nomine, ac habiles & capaces in lege, habeantque successionem perpetuam. (B) Et quod vna persona deinceps de inhabitantibus infra villam predictam Balliuus villę predictę ad regimen eiusdem villę fiat. (C) Ac nos tenore presentium W. H. nostrum fidelem seruientem ac vnum inhabitantem infra villam predictam ac assignatos suos pro termino nonaginta annorum immediate & proximo complendi, balliuum ac balliuos villę predictę nominamus, appunctamus & ordinamus, durante termino predicto: Ac postea de Regię nostrę potestatis plenitudine volumus, quod vna persona de inhabitantibus villę predictę ad regimen eiusdem villę pro vno anno integro singulis annis in festo Sancti Ioh. Bap. in balliuum villę predictę, per homines ac inhabitantes dictę villę eligat ac ordinet in perpetuum. Et quod idem balliuus & inhabitant per nomen Balliui & inhabitant' infra villam de R. placitare possunt & implacitari in omnibus Curijs nostris & alijs locis quibuscunque, habeantque sigillum commune ad negotia villę predictę agend' tractandum. (D) Et vltorius ex abundantiori gratia nostra concessimus & licentiam dedimus,



ac per presentes concedimus & damus pro nobis & heredibus nostris præd', quod iidem Balliuus & inhabitantes & successores sui in perpetuum habeant & teneant, ac habere & tenere possint vnum mercatum singulis septimanis apud villam nostram de R. prædicta quolibet die Sabat' annuatim tenend', & vnam feriam ibidē per vnum diem, viz. in festo Assumptionis beatæ Mariæ virginis singulis annis tenend' duraturam, cum curijs pedis puluerizat' ibidem tenend', durante eisdem mercat' & feria, vnā cum exitibus, proficuis & amerciament' de huiusmodi Mercato, Feria, & curijs prouenientibus, ac cum omnibus libertatibus, & liberis consuetudinibus, proficuis & emolumentis, ad huiusmodi mercatum & feriam pertinentibus siue spectantibus. (C) Quare volumus & firmiter præcipimus pro nobis & heredibus nostris præd', quod iidem Balliuus & inhabitantes infra villam de R. præd' in perpetuum habeant & teneant, ac habere & tenere possint præd' Mercatum & feriā apud dictam villam nostram de R. prædict' in forma prædict' tenendum, cum dicta curia pedis puluerizati, vnā cum omnibus exitibus, proficuis & amerciamentis de huiusmodi mercato, feria, & curijs prouenientibus, ac cum omnibus libertatibus, & liberis consuetudinibus, proficuis, & emolumentis ad huiusmodi mercat' & feriā pertinen' siue spectantibus in perpetuum. His testibus.

Sect' 254. ¶ *A grant of a Corporation by the King.*

(A) HENRICUS dei gratia &c. Omnibus ad quos presentes littere peruenerint salutem. Inspeximus cartam Domini R. nuper Regis Angliæ, progenitoris nostri fact' in hæc verba. Richardus dei gratia Rex Angliæ & Franciæ, & dominus Hiberniæ. Omnibus ad quos presentes littere peruenerint, salutem. Inspeximus cartam domini Ric' quondam Regis Ang' progenitoris nostri in hæc verba. Ric' dei gratia Rex Ang', Dux Normanniæ, Aquit', Com' And. Archiepiscopis, Episcopis, Abbatib', Comitibus, Baronib', Iustic', Vicecomitibus,

Senes-

Senescall', Prepositis, & omnibus Ministr' & fidelibus suis, Salutem. Sciatis nos concessisse & presenti Carta nostra confirmasse Burgenſibus noſtris de Dancaſtre ſocham ſuam de Dancaſtre cum villa de Dancaſtre. Habend' & tenend' de nobis & hæredibus noſtris per antiquam firmã quæ tunc temporis nobis reddebatur, & inſuper viginti & quinque Marcas argenti. cū antiqua firma reddend' nobis annuatim, ut inde nobis respondeant ad Scaccarium noſtrum. Pro hac autem conceſſione noſtra ipſi nobis dederūt quinquaginta marcas argenti; Quare volumus & firmiter præcipimus, quod iidem Burgenſes noſtri de Dancaſtre præd' ſocham ſuam cum villa de Dancaſtre prædict' modo habeant & teneant benè & in pace libere & quietè, integrè, plenariè & honorificè, cum omnibus libertatibus & liberis conſuetudinibus ad eam pertinenſibus. Ita quod nullus eos ſuper his diſturbet. Teſtibus hijs, H. Cantuari' Archiepiſcopo, R. Arch. Hereford, Will' de W. Osberto fil' H. Simone de P. Ric' Barre, Simonè de K. & pluribus alijs. Dat' p. manũ Magiſtr' Eulſacij Decani S. tunc agent' vic' Cancell' xxij. die Maij apud T. anno quinto regni nr̃i. Nos autem dictas conceſſionem & confirmationem præd' progenitor' nr̃i, ac omnia & ſingula in carta ſua præd' contenta rata habentes & grata ea pro nobis & hæred' nr̃is quantum in nobis eſt, dilectis nobis nunc Burgenſibus præd' villę Dancaſtre & eorum ſucceſſoribus imperpetuũ tenore præſentiũ concedimus & confirmamus, prout carta præd' rationabiliter teſtatur, & prout iidem Burgeſes & antecēſſores ſui huiusmodi ſocham rationabiliter habere & tenere conſueverūt. In cuius rei teſtim' has lras nr̃as fieri fecimus patentes. Teſte meipſo apud Weſtm' decimo ſeptimo die Decēb. Anno regni nr̃i quinto. (C) Inſpeximus etiam quandã cartam dñi E. nr̃i Reg. Ang. quarti, progenitor' nr̃i facti in hæc verba. Ed. dei gr̃atia, Rex Angl' & Franc', & dominus Hibern', Archiepiſ, Epiſ, Abbat', Priorib', Ducibus, Comitib', Baronibus, Juſticiarijs, Vicecomitibus, Prepoſitis,

fclis, Ministris, & omnibus Balliis & fidelibus suis sa-  
 lutem. Sciatis ex parte dilectorum nobis nunt Burgensium,  
 tenentium, residentium & inhabitantium villa de  
 Doncastre in Comitatu Eboracensi accepimus qualiter ipsi a tempo-  
 re non modico transacto nonnullas libertates & li-  
 bertates consuetudines habuerint, ac eis vsi & gauisi fuerint  
 prefati Burgenses, tenentes, residentes & inhabitantes, me-  
 tuentes se de & in huiusmodi libertatibus & liberis consue-  
 tudinibus ob defectu declarationis & expressionis earundem  
 & alijs occasionibus futuris temporibus molestari, pre-  
 grauari, impediri, & perturbari, nobis humiliter supplicauerunt  
 quatenus libertates & libertates consuetudines pre-  
 dictas sub verbis specialibus declaratis & expressis eis-  
 dem Burgensibus, tenentibus, residentibus & inhabitantibus,  
 & eorum heredibus & successoribus in forma subsequenti  
 concedere, & ipsos incorporare, & personas habiles &  
 capaces cum successione perpetua facere dignaremur.  
 (D) Nos supplicationi sue in hac parte fauorabiliter in-  
 clinati de gratia nostra speciali, ac ex certa scientia & mero  
 motu nostris concessimus & presentem concedimus, pro nobis  
 & heredibus nostris, quod dicta villa de Danecastre liber  
 burgus sit, & quod Burgenses, tenentes, residentes & inhabi-  
 tantes eiusdem, & eorum heredes & successores liberi Burgenses  
 sint, & Gilda mercatorum habeant, & eiusdem libertates & liberis  
 consuetudinibus gaudeant & utantur in eodem Burgo, prout  
 ipsi & eorum predecessores ante hac tempora rationabiliter vsi  
 sunt & gauisi. (E) Et quod ipsi ex nunc sint in re & nomine  
 vnum corpus & vna Communitas perpetua, & quod eadem Com-  
 munitas singulis annis in quodam loco certo infra Burgum  
 predictum, ad libitum suum eligere possunt de se ipsis vnam idoneam  
 personam in Maiores, & duas alias idoneas personas inser-  
 uientes ad clausam eiusdem ville infra eandem villam commorantes,  
 ad regendum & gubernandum Communem predictam in perpetuum. Et  
 quod idem Maior & Coitatus habeant successione perpetua &  
 commune sigillum pro negotiis dicte Coitatus seruatur in perpetuum.  
 Et similiter quod idem Maior & Communitas & successores sui, per  
 nomen

nomen Maioris & Coitatis burgi de Dancast. placitare,  
implacitare, ac respondere & responderi possunt coram  
nobis vel hered' nris, ac corā quibuscūq; Iusticiis & Iudi-  
cibus nris & hered' nrorū & aliorū quorūcūq; in qui-  
buscūq; Curijs nris vel hered' nrorum, & in Cur' aliorū  
quorumcūq; in & de omnimod' actionib', sectis, quere-  
lis, & demandis versus eos, vel pro aliquo modo, psequēd'  
vel impetrand'. (ff) Et quod ipsi imperpetuū habeant  
& gaudeant omnes & singulas libertates & liberas con-  
suetudines quibus ante hæc tempora Maior & Burgen-  
ses villæ p'dictæ vñ fuerunt & gavisæ, seu quibuscūq; alijs  
nomini b' censeantur. Et si h'modi Maior infra annum  
post huiusmodi electionē sic fact' decesserit aut p non  
sana gubernatione Burgi p'd', aut pro aliquo delicto vel  
aliqua alia causa quacūq; ab officio Maioratus  
depositus vel amotus fuerit, ad tunc Communitas Burgi  
p'rad' & successoris sui aliam idoneam p'sonam in Maio-  
rem Burgi p'dict' loco huiusmodi Maioris sic decedētis,  
depositi, vel amoti p residuo anni illius ad eundē Burgū  
regend' & gubernād' infra quindecim dies proxim' post  
h'modi decessum, depositionē, siue amotionem eligere  
possit & creare, & eisdē modo & forma sit in omnibus de  
servientibus ad clavas imppetuum cum casus exigerit.  
(G) Et vltēr' de vberiori gratia nra concessimus, & per  
p'æsentes concedimus p nobis & heredibus nris p'fatis  
Maiori & Coitati & eorū heredib' & successorib', quod  
ipsi, hered' & successor' sui habeant imperpetuū cogniti-  
onē omnimodo placitor' de debito, transgr, cōventionē  
& de omnimodis alijs causis & cōtractibus quibuscūq;  
infra eundē Burgū contingē aut emergē, tenend' corā  
Māiore eiusd' Burgi qui p tempore fuerit in eodem, tam  
in p'æsentia nra & hered' nrorū, quā in absentia nra &  
hered' nrorū imperpetuū, & qd' omnia placita in Burgo  
p'd' emergēt siue de tenuris suis siue de cōtractib', cō-  
ventionib', transgress, nec non de omnimod' debīt ac alijs  
causis & cōtractib' quibuscūq; seu vadimon' in eod' Burgo



factis seu accomodatis in Gilda aula in eod' Burgo coram Maiore eiusdem Burgi pro tempore existens placitetur & teneantur imperpetuum. (19) Et insuper concessimus & presentes concedimus pref. Maiori & Comunitati, heredes & successores suis, quod ipsi, heredes & successores sui per seruientes suos prout ad clauas habeant potestatem & auctoritatem attachiand' quoscunque viros & mulieres minus sufficientes per corpora sua in quibuscunque placit debitorum, compotorum, transgressionum, conuentionum, detentionum catall' & aliarum actionum personalium seu mixtarum quarumcunque infra Burgum prout qualitercunque factorum siue emergentium, que aliquo modo mota fuerint siue moueri contigerint coram Maiore Burgi prout pro tempore existens. Preterea de abundanti gratia nostra volumus, & per presentes concedimus pro nobis & heredibus nostris, quod quilibet Burgensis, burgi predicti, qui ex nunc in maiorem Burgi illius eligetur, & Maior ibidem extiterit vel fuerit eo facto & quacitius in Maiorem eiusdem Burgi sic electus & perfectus fuerit, sit extunc Coronator nostri & heredes nostrorum in Burgo predicto durante tempore quo officium Maioratus Burgi prout occupauerit. Et quod idem Maior burgi illius & successores sui Maiores ibidem habeant in Burgo illo potestatem, iurisdictionem, auctoritatem & libertatem faciend' & exercend' omnia & singula que ad officium Coronatoris ibidem pertinent faciend' & exequend', put ceteri Coronator nostri & heredes nostrorum infra Regnum nostrum Anglie habuerunt & habere contigerint in futurum. Ita quod nullo tempore futurum aliquis Coronator eiusdem regni nostri Anglie nisi Maior Burgi prout pro tempore existens Burgum prout ad aliquod, quod ad officium Coronatoris in eodem Burgo pertinet faciend' seu exequend' ingrediatur, nec se de aliquo in eodem Burgo colore officij sui huiusmodi intromittat quoquo modo. (3) Et quilibet huiusmodi Burgensis in Maiorem Burgi prout ex nunc eligend' immediatim post huiusmodi electionem de se factam, sacramentum suum tam de se & pro officio Maioratus Burgi prout pro vno anno integro, aut aliqua parte anni ut premitit eligend', quam de & pro officio Coronatoris nostri

nostri Burgi prædicti bene & fideliter faciend' infra Burgum prædictum coram Communitate eiusdem Burgi pro tempore existens prestat corporale. Ac eidem communitati & successoribus suis quod ipsi & successoris sui sacrm illud a præfat Maiore & Coronatore de tempore in tempus cū casus exigerit recipere possunt tenore presentium licentiam dedimus specialem. Ita quod huiusmodi Maior pro tempore existens, vt Maior Burgi aut vt Coronator noster eiusdem Burgi ad sacramentū Maioris vel coronatoris Burgi prædicti prestand' alibi quam infra eundem Burgum seu coram alijs quam coram Communitate Burgi illius pro tempore existens nullo modo teneatur seu compellatur. (11) Et ulterius de abundanti gratia nostra concessimus & per presentes concedimus pro nobis & hered' nostris præfat Maiori & communitati & successoribus suis quod idem Maior & successores sui imperpetuum habeant retortina omnium breuium mandatorum preceptorum & billarum nostrorum & hered' nostrorum, necnon omnimod' summonitionē de Scaccar' nostro & hered' nostrorū & aliorum extractuū quorumcunque exequend' infra Burgum prædictū tā ad sectā nrām & hered' nrōrum p nos vel hered' nostros solos seu nos vel hered' nrōs coniunctim cum alijs personis vel alia persona, quā ad sectam alterius cuiuscunque prosequendā omnimodas executiones breuium mandatorum preceptorū billarum summonitionū & extractuū prædictorum. Ita quod nullus vicecomes, Coronator, Escaetor, Balliuus aut alius minister noster, vel hered' nrōrum Burgum prædictum ingrediat' ad aliquod officium ibidem faciend' nisi in defectu ipsius Maior vel successorū suorum. (12) Et insuper ex abundanti gratia nostra concessimus & per presentes concedimus pro nobis & hered' nostris præfat Maiori & Communitati Burgi prædicti & successoribus suis quod ipsi & successores sui habeant & teneant imperpetuum vnā feriam apud dictum Burgum de  
Don.

Doucastre singulis annis in vigilia & infesto & in crastina  
 non annuntiationis beate Marię virginis totius die & per  
 eosdem tres dies duratur cum omnibus libertatibus & liberis con-  
 suetudinibus ad huiusmodi feriam pertinenti nisi feria illa  
 sit ad nocumentum vicinarum feriarum. Quare volu-  
 mus & firmiter precipimus pro nobis & heredibus nostris  
 predictis quod prefatus Maior & Communitas & suc-  
 cessores sui predicti habeant & teneant feriam predictam  
 tam apud Burgum predictum in forma predicta cum  
 omnibus libertatibus & liberis consuetudinibus ad hu-  
 iusmodi feriam pertinenti, nisi feria illa sit ad nocumentum  
 vicinarum feriarum, sicut predictum est. Et præ-  
 terea de gratia nostra speciali concessimus & per præ-  
 sentes concedimus prefatus Maiori & Communitati &  
 successoribus suis quod idem Maior & successores sui  
 sint Iusticiarius ad custodiam pacis nostre infra Burgum præ-  
 dictum conservandam. Et quod idem Maior & successores sui præ-  
 dicti habeant imperpetuum huiusmodi auctoritatem &  
 potestatem infra eundem Burgum ad pacem nostram  
 & heredibus nostrorum tamen conservandam & non aliter prout  
 ceteri Iusticiarii sive custodes pacis nostre in hac parte in a-  
 liquo Comitatu regni nostri Angli in eodem comitatu habeant &  
 habuerunt. Quare volumus & firmiter precipimus pro  
 nobis & heredibus nostris prædictis quod prefatus Maior & Communitas  
 Burgi predicti ac eorum heredes & successores omnia &  
 singula huiusmodi libertates consuetudines Franchefias  
 & privilegia ac omnia alia præmissa prout superius ex-  
 pressant habeant teneant & exercent, ac eis & eorum sin-  
 gulis plene libere integri pacifice & quieto imperpetuum gau-  
 deant & utantur absque impetitione impedimento per-  
 turbatione molestatione vexatione seu gratumine no-  
 stri vel heredibus nostrorum predictorum aut aliquorum a-  
 liorum officiariorum seu ministrorum nostrorum vel heredibus nostrorum  
 aut aliorum quorumcunque. Ita quod expressa mentio  
 de vero valore annuo præmissorum seu aliquo alio valore  
 eorundem aut aliquis inde parcelle aut de alijs donis  
 seu

seu concessio[n]ibus eidem Matori & Comunitat[i]  
 & successoribus suis cum Milib[us] & Burgensib[us] burg  
 ville de Doncastre & successoribus suis antea quib[us]  
 predecessorum suorum & successoribus suis per nos  
 vel per progenitores seu predecessores nostros ante  
 hec tempora facti in premissis minime facti exitis. Aut  
 aliquo statuto actu ordinatione seu provisione in bono  
 trarium facti edicto ordinat[i] sue provisioni obstant. Illis  
 testibus venerabilibus Patribus Thom[am] Cantuar[um] totius  
 Angl[ie] Primat[i] & G[erardus] Ebor[um] Primat[i] Archiepiscopis co-  
 sanguineis nostris charissimis Tho. Lond[on] & R. Bathon[ie]  
 & Welf[us] Cancellario nostro Episcopis ac p[re]s[ent]ibus charissimis  
 fratribus nostris G. Claren[si] & R. Glouc[estria] dubis. M[agister]  
 R. Warr & Sarum Camerario nostro Angl[ie] Henr[icus] Essex[ie]  
 Senescall[us] hospicij nostri consanguineis nostris charissi-  
 mis & R. Widevile de Riuer[is] Thes[aurarius] nostro Ang[lie] comiti-  
 bus ac dilect[is] & fidelibus nostris Will[elmo] Hastings de Ha-  
 stings Camerario hospicij nostri & Anthonio Widevile de  
 Scales Milicibus necno[n] dilecto cleric[us] nostro Thoma Ro-  
 therham custode Privati Sigilli nostri & alijs Dat[is] p[er] ma-  
 num nostram apud Westm[onasterium] tricesimo die Octobris ann[us]  
 regni nostri septimo. (D) Insuper in super quidam  
 Cartam n[ost]ram nuper regis Angl[ie] Progenitoris nostri facta  
 in hec verba Henric[us] dei gratia Angl[ie] & Francor[um] & D[omi]ni  
 Hibernie. Omnibus ad quos presentes littere pervenerint Sa-  
 lutem. Insuper litteras patentes d[omi]ni R[icardi] nuper Regis  
 Angl[ie] secundi post conquesta factas in hec verba. Richar-  
 dus dei gratia Rex Angl[ie] & Franc[ie] & D[omi]ni Hibernie. Om[n]i-  
 bus ad quos presentes littere pervenerint Salutem. Insuper  
 Cartam d[omi]ni R[icardi] quondam Regis Angl[ie] progenitoris  
 nostri in hec verba. Richardus dei gratia Rex Angl[ie] dux  
 Norm[annie] Acquit[ania] Com[itis] And[egavorum] Archiepiscopis Episcopis Ab-  
 batibus Comitibus Baronibus Iusticiariis vicecomitibus  
 Senescall[is] p[re]positis & omnibus iustis & fidelibus  
 suis Salutem. Sciatis nos concessisse & presenti Car-  
 ta nostra confirmasse. Burgens[ibus] nostris de Doncastre  
 locam



socham suam de Doncastre cum villa de Doncastre. Habend' & tened' de nobis & hof nostris per antiquam firmam que tunc temporis nobis reddebāt & insuper viginti quinque marcas argenti cum antiqua firma redd' nobis annuatim, vt inde nobis respondeant ad Scaccarium nostrum. Pro hac autem concessione nostra ipsi nobis dederunt quinquaginta marcas argenti. Quare volumus & firmiter precipimus quod iidem Burghenses nri de Dancastre præd' socham suam cum villa de Dancastre præd' modo habeant & teneant bene & in pace libere & quiete integ' plenarie & honorifice cum omnibus libertatibus & liberis consuetudinibus ad eam ptinentibus. Ita quod null' eos super his disturbet: Testibus hjs: H. Cātuar Archiepiscopo R. Arch. Hereford W. de warren', Osberto filio H. Simione de Pateshel R. Barre, Simione de Kunbe & pluribus alijs. Dat' p manum magr Eustacij decani. Saf. tunc. agentis vices Cancellarij. xxij. die Maij apud Tiebues, anno 5. regni nostri. Nos autem dictas concessione & confirmationi præd' progenitoris nostri ac omnia & singula in Carta sua p'd' contenta rat' habentes & grata, ea pro nobis & hered' nostris quantum in nobis est dilectis nobis nunc Burghensibus prædictæ villæ de Dancastre & eorum successoribus imperpetuum tenore presentium concedimus & confirmam', prout Carta prædicta rationabiliter testat' & prout iidem Burghenses & antecessores sui huiusmodi socham rationabiliter habere & tenere consueverunt. In cuius rei testimonium has litteras nostras fieri fecimus patentes. Teste me ipso apud Westmonasterium decimo septimo die Decembris Anno regni nostri quinto. Inspeximus etiam quasdam alias litteras patentes cuiusdam Petri de Manlay quondam domini de Mulgrene sigillo suo armorum sigillat' similiter factas in hæc verba.

Sachant toutes pœurs que cesles lettres verront ou  
 orront que ieo Piers de Manley le quint Seignieur de  
 Mulgrene ay relesse & quiesclame auibien as pœurs  
 come

come as riches de la Communaltee de la ville de Doncastre la pauvoise custome leue de mesme la ville deuant cux heures per mes auncesters la quel nous solapnes recepuer de tous maners regratoys de mesme la ville, cestassauoir, Westoys, Bracozeloys, Bochiers, Pelschoys & Esteys & de tout autre maner regraterie. Ilint que ieo auantdit Piers ne nul de mes heires au cel custome auantdit nul clame ne mettrons, en testmoignance de quel chose a ceste letter patent ay ieo mys mon seale, don a Doncastre ele Jeoued prochain apres la quinzien de Saint Michael lan du reigne le Roy Edward tierce apres le conquest quint. Nos autem literas predictas ac omnia & singula in eisdem contenta rat habentes & grat ea pro nobis & hered' nostris quantum in nobis est acceptamus approbamus & dilectis nobis nunc Burgensibus predicta ville de Doncastre & eorum successoribus tenore presentium ratificamus & confirmamus prout litere predicta rationaliter testantur & prout iidem nunc Burgenses franchises libertatibus & quietancijs in literis predictis contentis uti & gaudere debent, ipsique & eorum antecessores franchises libertatibus & quietancijs huiusmodi a tempore consecutionis literarum predictarum semper hactenus rationaliter uti & gaudere consuerunt. In cuius rei testimoniu has literas nostras fieri fecimus patentes. Teste meipso apud Westmonasterium decimo octauo die Maij Anno regni nri vicesimo tertio. Inspeximus pretereaquandam cartam dni H. nuper regis Angl' septimi patris nostri fact' in hac verba. Henricus dei gratia Rex Angl' & Franc' & dñs Hibernie. Omnibus ad quos presentes litere peruenerint Salutem. Sciatis qd nos de gratia nostra speciali ac ex certa scientia & mero motu nostris dedimus & concessimus ac pro nobis her' & successoribus nostris damus & concedimus per presentes maiori & Communitati ville nostre de Doncastre & eorum successoribus Manerium villam dominiu & Socham de Doncastre cu omnibus villis villatis hamlettis

&

& membris suis quibuscunque ac oīa & singula messag',  
terr', teñta redit<sup>o</sup> reuerfiones & seruic' mariscos aduoca-  
tiones ecclesiā Cantariarū & Capellarū possessiones  
& hereditamenta nra quecunque infra præd' man' dñiū  
villanū & socham de Doncastre ac infra p'd' alias villas vil-  
latas & membra existeñ vna cum curijs letis vis, franci-  
pleg' aquis molendinis introitu & exitu aquarum ibi-  
dem ferijs marcatis tolnetis picagijs stallagijs pontagijs  
passagijs ac omnibus & singulis proficuis commoditati-  
bus & emolument' quibuscunque præd' manerio domi-  
nio villis villatis & ceteris præmissis aut eor' alicui quali-  
tercunque pertiñ siue spectāñ aut infra præcinctū eorū-  
dem vel eorū alicuius vbicunque existeñ, vel ad nos he-  
redes & successores nostros qualitercunque pertiñ seu  
nuper pertiñ, prout nosea oīa & singula præmissa vel eorū  
aliquod habem<sup>o</sup>, seu nos, Progenitores aut prædeces-  
sores nostri aliquo tēpore præterito hucusque habuim<sup>o</sup>  
vel de iure habere debuissim<sup>o</sup> necnon oīa & singula exi-  
tus reuerfiones & proficua de p'd' Curijs vis, franc' pleg',  
aquis, molēdinis, ferijs, marcatis, tolnetis, picagijs, stal-  
lagijs, pontagijs, passagijs, & ceteris præmissis seu aliquo  
præmissorum, quoquomodo prouenieñ siue emergeñ.  
Habend' & tenend' præd' Manerium, Dominium, focam,  
villas, villatas & cetera præmissa cum eor' membris & p-  
tiñ vniuersis a festo Pasche ultimo præterito præfat' Ma-  
iori & Communitati ac eorū successoribus de nobis &  
hered' nostris ad feodi firmā imperpetuum; reddend' in-  
de pro omnibus & singulis in presentia specificat' præfat'  
nunc Maiori & communitati concessis annuatim nobis  
hered' & successorib<sup>o</sup> nris septuaginta & quatuor libras  
tresdecim solidos vndecim denarios & obulū ad Scaccañ  
nrum ad festa S. Mich. Arch. & Pasche p' equales portio-  
nes soluend' absq; compoto vel aliquo alio onere vel re-  
ditu siue aliquo alio inde nobis hered' vel successoribus  
nris p' ipsos Maiorē & Communitat' aut successores suos  
quouis modo reddend' soluend' seu faciend'. (13) Et vl-  
terius

terius nos de vberiori gratia nra pro nobis hered' & successoribus nris concessimus & per presentes concedim<sup>9</sup> pref. Maiori & Comunitati ac successoribus suis. q<sup>d</sup> ijdem Maior & Comunitas & successores sui imppetuū habeāt & teneant bis in quolibet añ singulis annis imperpetuū vnam letam siue vis. francipleg' infra dictū Maneriū Dominium villas villatas & cetera premissa coram Senescallo siue Recordatore Maioris & Communitat' eiusdē villę pro tēpore existēti aut eius deputato siue deputatis sufficientibus secundum legē & consuetudinē regni nri Angl' ibid' bis per annum tenend' & q<sup>d</sup> habeant emend' assise panis & seruicie ac aliorū victualium venalium quorumcunque. Nec non correctionem & punitionē eorundem & cuiuslibet inde parcell' ac totū & quicquid q<sup>d</sup> ad letam vel vis. francipleg' ptinet aut pertinere debet aut poterit. Et etiam q<sup>d</sup> præd' Maior & communitas & successores sui habeant oīa exitus, & proficua, perquisitiones, fines, penas, redemptiones, forisfacturas, & amerciamenta in omnibus & singulis huiusmodi letis siue francipleg' forisfaciend' vel assidend. Nec non Wayf, Strayf, Infangthef, & outfangthef, infra Manerium Dñium locam villas villatas & cetera premissa & præcinct' eorundem & eor' cuiuslibet emergēti siue contingēti. Et etiam bona & catalla omnium & singulorum felon' & felonū de se ac bona fugitiuorum conuictorum & attinctorum necnon bona & catalla vtlagatorum & damnatorum & Wreccum maris cum acciderit ac bona & catalla quecunque confiscat' infra Manerium Dominium Socham villas villatas & cetera premissa ac præcinct' eorundē & cuiuslibet eorundem inuent' seu inueniēd' imperpetuū. (M) Et vltorius de gratia nra vberiori ac ex certa scientia & mero motu nris concessimus & hac presenti Carta nra confirmauimus pro nobis hered' & success. nris præd' pf. Maiori & communitati & successoribus suis q<sup>d</sup> ipsi & eor' successores habeant & teneant duo mercata & quicquid ad mercatū ptinet seu pertinere debet aut poterit infra



infra prædict' Manerium dominium & villam de Don-  
castre vel aliquam parcell' eorundem qualibet septi-  
mana singulis annis imperpetuum modo & forma se-  
quen' videlicet quod ipsi & successores sui habeant & te-  
neant vnum marcatum dictorum duorum marcatorum  
quolibet die Sabbati & alter' marcat' eorud' duor' mar-  
cator' quolibet die Martis ibid' tened' imperpetuū. (H)  
Et insuper quod ijdem Maior & Communitas & succes-  
sores sui habeant & teneant annuat' imperpetuum duas  
ferias siue nundinas infra prædictum manerium domi-  
niū & villam de Doncastre & præcinct' eorud', vel eor' ali-  
cuius & quicquid q' ad feriam siue nundinas pertinet seu  
pertinere debet aut poterit: vnam videlicet feriam siue  
nundinas prædictarum duarum feriarum siue nundina-  
rum tenend' apud dictam villam de Doncastre singulis  
annis per tres dies, videlicet, in vigilia & in die Sancti Ia-  
cobi Apostoli & in crastino die immediate sequen' du-  
ratur'. Alteram vero ferias siue nundinarum prædict' dua-  
rum feriarum siue nundinarum tened' apud prædict' vil-  
lam de Donc' ānuatim imperpetuum in vigilia & in die  
Annunciationis beatæ Mariæ virginis & in crastino die  
immediate sequen' similiter duratur', cum libertatibus &  
liberis consuetudinibus proficuis, reuencionibus, a-  
uantagijs commoditatibus & emolument' ad huiusmo-  
di marcatum, ferias siue nundinas quouismodo pertiñ  
siue spectañ, Dum tamen feriæ siue nundin' & marcatum  
ille non sunt ad nocumentum aliorum vicinorū mar-  
catorum siue aliarum vicinarum feriarum siue nundina-  
rum. Quare volumus concedimus & firmiter præcipi-  
mus pro nobis hered' & successoribus nostris per præ-  
sentes quod prædict' Maior & Communitas & successo-  
res sui habeant & teneant marcatum & ferias siue nun-  
dinas prædictas apud dictam villam de Doncastre vt p-  
dictum est singulis annis imperpetuum cum omnibus  
libertatibus & liberis consuetudinibus necnon omni-  
bus & singulis proficuis, reuencionibus, auantagijs cō-  
modi-

moditatibus & emolumentis ad huiusmodi marcatum, ferias, siue nundinas, siue eorum aliquod quoquo modo pertineñ siue spectan dum tamē mercatū feriar siue nundinar illar non sint ad nocumentum vicinorum mercatorum feriarū siue nundinarum . (B) Et vltorius de vberiori gratia nostra concessimus, ac per presentes pro nobis hered' & successoribus nostris prædictis quantum in nobis est concedimus eisdem Maiori & Communitati & successoribus suis tenore præsentium, quod iidem Maior & Cōmunitas & successores sui faciant, habeāt & constituent de tempore in tempus imppetuum ad eorū placitū p lras suas patentes sigillo suo coi sigillatas, vnā idoneam psonam esse Seneschallū siue Recordatorem ipsorū Maioris & Communitat' & successor' suor' præd' Manerij, Dominij, & focæ de Doncaster, ac cur, letar, visus francipleg' præd' & cæterorū præmissorū, Habend', exercend' & occupand' officium Senescall' manerij, dominij & Socæ illorū, ac cur, let', & vis, francipleg' pd', per se vel p deputatum siue deputatos suos sufficientes, ad terminū vitę vel annorū, seu ad voluntatē ipsorū Maioris & Communitat' & successorum suorum, put eis melius videbitur expediri . (C) Et qd' pd' Maior & Communitas & successor' sui habeāt & teneāt vnā Cur' qualibet septimana imppetuum singulis septimanis, viz. quolibet die Iouis imppetuū in Guihalda pdict' villæ de Dancaſt. omnia & omnimod' placita, actiones & querelas, tam reales quā psonales & mixtas corā Maiore pd' maner, dominij, & socæ de Doncaſt. ac cæterorū pmiss', p tēpore existeñ, ac corā Senescall' siue Recordator' Maior' & cōmunitat' maner, dominij, & Socæ illorū, ac cæterorū præmissorum, vel deputato siue deputat' suis sufficienti, scdm legē & consuetud' Regni nrī Angl', audiend' & terminād' p bre siue briā nrā hered' vel success, nrorū quecunq; siue querelā aut quascunq; qrelas, ac iurisdictionē & potestatē cognoscēd, audiend' & terminād' corā quocunq; hñodi Senescall' siue Recordatore seu ei' deputato sufficiente,

aut eius deputatis sufficientibus, omnes & omnimod' actiones, sectas, querelas & demand' reales, psonales & mixtas, tam de omnibus & singulis ter' & ten'is infra präd' maner, dominium, villā & socam de Doncast. aut eorum membris cum ptineñ ac p'cinctum eorundē vel alicuius eorum existē, quā in de & in omnib' & omnimod' debitis ad quācunq; summā aut quascūq; summas se attingunt, ac de & in omnib' transgressionibus, debitis, detentionib', compotis, conuentionib', deceptionibus, contractib', causis & demādis, ac materijs quibuscunq; infra maner siue dñiū, villā & socam de Doncast. ac cætera pmissa, seu p'cinctū eorū, seu alicuius eorundē emergent siue contingent. Et quod Curia illa sit cur' de Recordo quodq; quilibet h'modi Senescall' siue Recordator pro tēpore existē, & quilibet deputat' cuiuscunq; h'modi Senescall' siue Recordatoris habeant plenā potestātē & auctoritatē tenēd', audiend' & terminand' placita & q'relas illa scdm debitā legis formā, & procedēd' ad iudiciū in & sup' eisdē & facere inde executiones, put legi nræ concinit aut consuevit. (III) Et qd' iidē Maior & Communitas & successor' sui constituent & habeant, ac constituere & habere possint vnum aut duos seruiētes ad Clauam infra maner & dominiū, vill' & socā de Doncaster p'dict', ac cætera p'missa, ad attend' sup' Maiorem villę p'd' p' tempore existē, & ad faciend' & exequend' summon, districcion, & attach. ac alia p'cepta Cur' präd', tam p' corpus quā maliter infra p'd' dñiū, maner, villam & Socā de Doncast. & cēt p'missa & p'cinct' eorundē, virtute warranti siue p'cept', ac cuiuscunq; p'cessus auctoritate supradict', vel aliter infra p'dict' maner, dominiū, villā & socā de Doncast. & cætera p'missa ac p'cinctū eorundē, vel eorum alicuius eis aut eorum alteri direct' siue dirigend'. (III) Concedimus insup' præs. Maiori & Communitati & successoribus suis ad eorum vsum & opus propria per p'sentes, omnia & singula exitus, proficua, fines, amerciamenta, & alia emolumenta quecunq; in Curia

Curia prædicta, sine ratione cuius illius per quamcunque causam contingens absque copoto seu aliquo alio inde nobis, hæred' vel successoribus nostris reddend', soluend' seu faciend'. (¶) Concessimus etiam præf. Maiori & Communitati ac successoribus suis, quod Maior villæ præd' pro tempore existens, ac Senescall' siue Recordat' eiusdem villæ pro tempore existens, ac tres Aldermanni eiusdem villæ per Maiorem & Senescall' siue Recordatorē villæ illius ad hoc electi, sint Iustici' & custodes pacis nostre, hæred' & successorum nostrorum infra prædictū maneriū, dominiū, villā & socam de Doncaster præd', ac cætera præmissa ac præcinctū eorundem. Et quod iidem Iustici' vel duo eorum quorum præfatus Senescall' siue Recordator pro tempore existens semper sit vnus, plenariam habeant potestatem & auctoritatem ad pacem nostram hæred' vel successorum nostrorum conseruand'. Necnon omnia ordinationes & Statuta facta & fiend' pro bono pacis nostre, hæred' & successorū nostrorum, ac quieto regimine & gubernatione populi nostri, hæred' & successorum nostrorum in omnibus & singulis suis articulis infra præd' manerium, dominiū, villam & socam de Doncast. prædict' & cætera præmissa & præcinctum eorundem, iuxta vim, formam & effectum eorundem Statutorū & ordinationē custodiend' & custodiri faciend', & ad omnes illos quos contra formā & ordinationē statutorū prædict' venerint aut fecerint secundum legē t're puniri faciend'. Et omnes illos qui aliquib' de populo nostro, vel hæred' seu successoribus nostris de corporis suis, vel de incēdijs domorū suarū minas fecerint ad sufficientē securitatē de pace & bono gestu suis erga nos & populum nostrum, hæred' & successoribus nostris inueniend' corā eis venire, & si huiusmodi securitatē inuenire recusauerint, tūc eos in prisonā nostrā hæred' & successoribus nostris infra præd' villā de Don. quousque huiusmodi securitatem inuenerint, salvo custodiend' faciend'. Ac omnes matias, quærel', defect', causas, & alia quæcunque infra prædict' manerium, villā & socam de D. & præcinctū eorundem impoſteſt' perpetrat' siue contingens, adeo plenē & integ' inq'rend', audiend' &



terminand', prout custodes pacis nre, hared' & successorum nostrorum ad pacem in aliquo com Angl' conseruand' assign', virtute ordinationu & statutoru prae'd', ac l'rarum n'rarum praedictarum patenc' destitui aut destituent' terminare debent & solent seu debebunt p Maiorem & Senescall' siue Recordat' & h'rhodi tres Aldermanos dict' ville de Doncast', p tempore existē, vel duos eorū, quorū dict' Senescall' siue Recordatorē pro tēpore existē vnum esse volumus inquirant & terminant, secundum legem & consuetudinē Regni nri Ang. & iuxta formam ordinationū & Statutorū p'dictorū. Ita q custodes pacis nre, hared' vel successorum n'rorum ad huiusmodi felonias, transgressi, & malefacta in com p'd' fact', perpetrāt, fiend' siue perpetrand', audiēd' & terminand' assign' vel assignand' infra praedictū maneriū, dominiū, villā & socā, seu cetera praemissa aut p'cinctū p're'd' ad aliq quod ad custodes pacis nre, siue Iustic' huiusmodi ibm p'tinet faciend' non ingrediantur, nec se in aliquo intromittant.

(P) Sciatis insuper, quod nos de gratia nra praedicta, ac ex certa scientia & mero motu nostris supradict' concessimus, & p praesentes cōcedimus praefat' Maiori & Communitati & successoribus suis praedict', qd' omnia & singula b'ria, praeccepta, warrāta, sum, attachiamēta & mandata per Maiorē, siue per Maiorē & Communitatem, aut per Senescallum siue Recordatorem praedictor' manerij, dominij, villae & socae de Doncaster, aut eorū, aliquē pro tempore existē, aut per deputatū Senescall' siue Recordatoris manerij villae & Socae illorū pro tempore existē concedend', vel extra Cur', siue visus francipleg' p'dict' p aliqua materia, re vel causa quacunq; emanentia seu psequend', aut p praef. Custodes siue Iustic' pacis praedict' manerij, dominij, villae & socae de Doncast. seu eorum aliquos vel aliquem concedēd', vel extra aliquam Sessio-nem coram eis siue eorum aliquibus, vel aliquo tenend' pro aliqua materia, re vel causa quacunq; emanentia prosequend' vel dirigend', seruientes ad Clauam praedicto-

dictorum manerij, domini, villa & Socz de Doncaster pro tempore existē seu eorum alicui, iuxta iuris exigentiam dirigantur, & per eosdem seruientes ad clauam seu eorum aliquem, iuxta vim, formam & effectum breuium, præceptorū, warratium, & mandatorū debite exequantur & retornētur: Ita quod nullus Vicecomes com̄ nostri hāred' vel successorum nostrorum Com̄ Eborum, vel aliquis alius Officiarius seu Minist'r n'r, hāred' vel successorum nostrorum, neq; aliquis alius, nisi tantummodo seruientes ad clauam, aut eorum aliquis pro tempore existē prædictorum Maioris & Communitatis & successorum suorum in nullo se intromittat aut intromittant quoquo modo. Et quod omnia & singula huiusmodi breuia, præcepta, warranta, sum̄, attach. & mandata per huiusmodi seruientes ad clauam, seu eorum aliquem executi seu retornati eiusdem vigoris & effectus in lege existant, ac si eadem breuia, præcepta, warranta, sum̄, attach. & mandata vicecomitibus nostris, hāred' vel successorum nostrorum prædicti Com̄ Eborū p tempore existē, aut alicui alij Officiorum seu Ministrorum n'rorum, hāred' aut successorū nostrorum directi, ac per huiusmodi Vic', officia, seu ministros, aut eorū aliquem executi & retornati fuissent. (Z) Concessimus etiā de vberiori gratia nostra eisdē Maiori & Communitati, ac successoribus suis, quod ipsi & successores sui habeant retornum ac plenum retornum omnium & singulorum breuium, præceptorū, warran̄, sum̄, attach. & mandatorum nostrorum hāred' & successorum nostrorū, ac sum̄, attach. & distinctiones Scaccarij n'ri, hāred' & successorū n'rorū, & executiones eorūdem infra maneriū, dominiū, villam & socam de Doncast. & cætera pmissa ac p̄inctū eorūdem, coram nobis aut hāred' vel successor n'ris, vel aliquibus Iustic' nostris hāred' vel successor n'rorū, siue in Scaccario n'ro hāred' vel successor n'rorū retornad, tam ad sectam n'ram hāred' & successor, quā ad sectā alteri, cuiuscunq; siue aliquorū quorūcūq; p̄ecut vel p̄sequēd

seu retornand'. Ita qd' nullus Vicecomes aut alius Balleus seu Minister nostri, hæred' vel successorum nostrorum maneriū, dominium, villam & Socam de Doncaster præd' & cætera præmissa vel præcinct' præd' aliquo modo ingrediatur ad hmodi bria, præcepta, warranta, sum, attachiamēta, siue mandata aut sum, attach. seu districtiones Scaccarij prædict', infra maneriū, dominiū, villam & socam illam siue præcinctū pd' faciend' siue exequend', nisi sit in defectu ipsorum Maioris & Communitatis & successorum suorum. (¶) Et ulterius concedimus præfat' Maiori & Communitati, quod ipsi & successores sui habeant Gaolam in loco competente, infra p̄cinctum dict' villę de Doncaster pro quibuscunq; personis p̄ quibuscunq; felonij, transgress. malefact', & alijs materijs & causis quibuscunq; arestand' siue attach. siue eidē gaol' cōmittend' ibm scdm legē nr̄am saluo & secur' imprisonand' & custodiend'. Eo qd' expressa mentio de vero valore annuo, vel aliquo valore seu certitudine præmissorū seu eorū alicuius, aut de alijs donis vel concessionibus per nos, p̄genitores vel p̄decessores nr̄os pfatis Maiori & Cōmunitati, aut p̄decess. suis ante hæc tēpora factis in præsent' minimē fact' existit, aut aliquo Statuto, actu, ordinatione seu restrictione in contrariū inde fact', ædit' siue ordinat', aut aliqua alia materia, re vel causa quacunq; in aliquo non obstante. Et volumus & concedimus per p̄sētes, q̄ oīa & singula præmissa fiant & liberentur pfat' Maiori & Communitat' & successor' suis sub magno sigill' nr̄o absq; fine vel feod' siue aliquo alio inde nobis, hæred' vel successoribus nr̄is in Cancell' nr̄a, aut in hanaperio Cancell' nr̄ę seu alibi quoquo modo faciend' vel soluend'. In cuius rei testim' has literas fieri fecimus patētes. Teste meipso apud Westmonast. quarto decimo die Iulij, Anno Regni nr̄i vicesimo. Nos autem Cartas & literas p̄dict', ac oīa & singula in eisdē content' rat' habentes & grat', ea p̄ nobis & hered' nr̄is quātū in nobis est acceptam' & ap̄pbamus, ac dilect' nobis nunc  
Maiori

Maiori ac Burgēſibus & Communitati villę præd' & eorum ſucceſſoribus tenore præſentiũ, ratificamus & confirmam⁹ ꝑꝑꝑ cartę & lre nre pꝑꝑ in ſe rationabiliꝝ teſtantur. Et prout ijdem nunc Maior, Burgenſes & Communitas, franchesijs, libertatibus, & quietantijs in cartis & lris prædict' content' vti & gaudere debent, ipſiq; & eorum antecēſſores franchesijs, libertatibus & quietantijs huiusmodi á tépore confectionis cartarũ & literarũ prædict' ſemper hæcenus rationabiliter vti & gaudere conſueverunt. In cuius rei teſtim' has lras noſtras fieri fecimus patentes. Teſte meipſo apud Weſtmonaſterium tertio decimo die Maij, Anno Regni noſtri viceſſimo quarto.

¶ Bargaines and Sales.

Scet 255.

¶ Bargaine and Sale what? and of the enrollment thereof.

(A) Vnto grants, bargaines, and sales ſuccæde contracts which be of manors, lands, tenemēts, hereditaments, and other things to tranſſerre the propertie therof from the bargainer to the bargainee ſoꝝ mony. But no manors, lands, tenements, oꝝ other hereditaments can paſſe, alter, oꝝ change from one to another, whereby any eſtate of inheritance oꝝ freeholde is made oꝝ taketh effect in any perſon oꝝ perſons oꝝ any uſe thereof is made by reaſon onely of any bargain and ſale thereof, except the ſame be made by wꝛiting indented, ſealed, and inrolled in one of the Courts of Record at Weſtminiſter, oꝝ within the ſame countie oꝝ counties where the tenements ſo bargained doe lie befoꝝe the Cuſtos Rotulorum and two Juſtices of the peace, and the clarke of the Peace of the ſame Countie oꝝ Counties oꝝ two of them at the leaſt, whereof the clarke of the Peace to be one, and that within ſixe moneths after the date of ſuch wꝛitings indented. 27. H. 8. cap. 16. and they are made as ſolloweth.



¶ A Bargaine and sale of a Mesuage and landes &c.  
 (B) **T**His Indenture made &c. betwene J. B. W. B.  
 and P. of thone partie, and T. P. on thother par-  
 tie, witnesseth that the said J. B. W. B. and P. for and in  
 consideration &c. expressing the considerations, haue bar-  
 gained, sold, giuen and graunted, and by these presents do  
 fully, clerely & absolutely bargaine, sell, giue and graunt vn-  
 to the same T. P. all, and all maner of those and such mes-  
 suages, lands, tenements, meadowes, pastures, seedings, &  
 all other hereditaments whatsoeuer, being freehold or char-  
 terhold, set, lying and being in the towne & fieldes of &c. or  
 any of them in the county of P. which late were the mesu-  
 ages, lands &c. of A. W. of B. deceased, & sithence were the  
 mesuages &c. of the said L. B. late husband of the same P.  
 or which be or late were the mesuages, lands &c. of the said  
 J. and T. or any of them in vse, possession, right, reuerfion,  
 or remainder. To haue and to hold the same mesuages,  
 lands, tenements & hereditaments, with all & singuler the  
 appurtenances, cōmons, waies, waters, fishinges, rents, &  
 all other easements, commodities, & profits vnto the same  
 mesuages, & all other the premises, or any part thereof ap-  
 pertaining or belonging vnto the same T. P. his heires &c.  
 in as large & ample maner as the said A. B. & B. B. or any  
 of them, or his, their, or either of their fermors or tenants  
 of the same premises, had, or of right ought to claime or  
 demand the same, by any meanes whatsoeuer. (C) And  
 the said J. B. & W. B. and euery of them do couenant and  
 graunt for them selues and the heires, executors, admt-  
 nistrators of them and euery of them, to and wpyth  
 the said T. P. his executors &c. that they the said J. B. and  
 W. B. or one of them now ben or is true & rightful ow-  
 ner or owners of an estate in fee simple to his & their owne  
 only vse without any maner of condicion, of all the premis-  
 ses before by these presents bargayned and solde, and that  
 the said premises, and euery parcell thereof, were in the  
 viij. day of Aug. which was in the eight yeaere of the &c.  
 clerely

clearly acquitted, discharged, and exonerated of and from all former bargaines, sales, jointers, dowers, statutes marchant, and of the Staple, issues, fines, amerciaments, arrerages of rentes, and all other incumbrances and charges whatsoever, the rentes and seruices from thencefoorth due and to be due to the chiefe Lord or Lordes of the fee or fees of the premisses only excepted & forepysed. (D) And that also the premisses, and every part thereof, now be and so shall continue, clearly discharged and exonerated of and from all other former bargaines, sales, jointers, dowers, statutes marchant, and of the Staple, issues, fines, amerciaments, arrerages of rentes, and all other incumbrances and charges whatsoever, had, made, doone or committed by them the saide R. C. and J. his wife, or by the saide J. B. and W. B. or anie of them, or by any other person or persons by their or any of their means, assent or procurement, at, from, or withens the saide eight day of A. (E) And the saide R. C. J. B. &c. What they the saide J. B. and W. B. and the survivours of them, and the saide J. and all and every other person or persons and their heires, now having, or which hereafter shall or may iustly claime to have anie right, title, estate, or inheritance in and to the afoze bargained premisses or anie parcell thereof, shall at all times wythin seven yeares next after the date hereof, do, suffer, and knowledg, or cause to be done, suffered, and knowledged all and everie such reasonable acte and actes, thing and things, deedes, devise and devises whatsoever, to and for the better assurance and sure making of the saide premisses, to be had and made sure to the saide R. his heires and assignes to the use &c. or to such other person or persons and their heires, or to such use as shall be reasonably devised or required by the saide R. B. his heires or assignes, according to the true intent and meaning of these presentes, at the costs and charges in the Lawe of the saide R. B. his heires or assignes. (F) Provided alwayes, that the said parties shall

Shall not be enforced to travell out of the Citie of *W.* and the Countie of *W.* about the making of the said assurance, and that at all times after the time of all and every of the said assurances, acts, deedes, and devises to be had, made, or executed as is aforesaid, be it by fine, feoffment, recovery, deed or deedes inrolled, release, confirmation with warranty of the said *D.* against all men &c. (G) And the said *R. C. J. B.* and *W. B.* and every of them for them, their heires &c. That they the said &c. or one of them, the heires, executors, or assignes of them or one of them, shall deliver or cause to be delivered to the said *T. B.* his heires or assignes, to the use of the said *T. B.* his heires, and assignes before the feast of &c. next ensuing the date hereof, all & singular evidences, deedes, indentures, rentalls, charters, escripts, & muniments, which do concerne the premises or any part thereof, which be in the possession of &c. or any of them, & which they the same &c. or any of them, the heires, executors, or assignes, or any of them, may lawfully come by without suite in the law. And the same *R. J.* and *W. J.* &c. (H) That if it shall fortune the same &c. *A. B.* of *A.* in the Countie of *W.* and *S. J.* of *C.* in the county of *W.* or any of them which doe or shall stand jointly and severally bounden with the said *R. C.* and *J. B.* to the said *T. B.* by one writing obligatorie, bearing date &c. in *Cl. li.* indorced with condition for the performing, fulfilling, and keeping of the covenantes, grantes, articles, and agreements, contained in these present Indentures of the part of the said &c. their executors, administrators, or assignes to be performed and kept, or either of them to depart this present life before any perfect, sufficient, and convenient assurance be made from the said &c. or either of them, or any other person or persons that hereafter shall be the right heire or heires of the said *H. B.* or of the said *J. and W.* that then the said *R. C. J. B.* and *W. B.* or one of them, their heires, executors, or assignes of them, shall within one quarter of a yeare, next after the death of any

any of the, the said R. C. J. B. W. B. A. B. & S. J. cause the summe or summes of the said obligors, together with so many other good and sufficient person or persons in the stead of such & so many of the said obligors as shall be then deceased, to become jointly and severally bounden by their writing obligatorie as their deed sufficient in the Lawe to the same T. B. his executors or assignes, in C. poundes of good and lawfull mony &c. indorced with such like condition in effect, according to the true meaning hereof, as is contained in the indorsement of the same former obligation: so that the same T. B. his executors or assignes, will upon the delivery of the same writing obligatorie, deliver out the foresayde former obligation to the same R. C. his executors, or assignes, to be cancelled. In witness &c.

Sec. 256. ¶ A Bargaine and Sale of lands forfeited vpon a mortgage.

(A) **T**His Indenture &c. witnesseth, that whereas one R. B. by his deede indented, dated &c. did give &c. unto the said W. W. his heires and assignes to the use of the same W. W. his heires and assignes, rehearsing the landes with a buttall or boundes: vpon this condition &c. (B) Neuerthelesse that if the said R. B. shall pay or cause to be payde to the said W. W. or his certaine attorney, executors, or assignes the summe &c. in maner & forme following, that is to say &c. at the least &c. in full payment &c. and also vpon other conditions in the said deede indented, specified, and mentioned, which said conditions and specialtie for the payment of the said &c. The said R. B. hath broken and not performed, by reason whereof the said W. W. is presently seised of the said premises with the appurtenances to him and his heires without any maner of condition for ever. (C) Wherefore the said W. W. for the summe &c. doth by these present Indentures, plainly and fully bargain and sell unto the said T. B. his heires and assignes for ever the Lands before mortgaged and remembered all such conveyances to be put in this Indenture,



Indenture, as in the Indenture of Bargaines and Sale before in this booke. And ouer this the said *W. W.* for him his heires &c. doth cōfess &c. by these presentes, that he the saide *W. W.* or anie other for him or by his commaundement or agreement hath not receined of the saide *R. B.* or of anie other person or persons, the abovesayde summe of &c. at the dayes and times before remembred and appointed for the payment thereof, or anie time or times after the same dayes, nor that the saide *R. B.* or anie other for him hath payde or offered to pay the saide summe &c. at the daies and times aforesaide, or at anie time or times after the same day of payment. (D) And ouer this also, that he the saide *W. W.* his heires, executors, or assignes hath not made nor hereafter shall make vnto the saide *R. B.* his heires, or assignes, or anie of them, anie acquittance, release, or discharge of the saide summe of &c. or anie parcell thereof, or of anie condition or conditions specified in the saide dede indented. In witness &c.

Sect 257. ¶ A Bargaine and Sale of a manour.

(A) **T** His Indenture made &c. Betweene the right and mightie Prince *H. Duke of S. Marques Dorset, Lord* &c. of the one partie, and *A. J. &c.* witnesseth, that the saide *D.* for and in consideration aswell of the summe, &c. to him by the said *A. J.* at the sealing of these present Indentures, well and truly satisfied, contented, and payde &c. and also for the summe of &c. to him the saide *D.* to be payde in manner and forme hereafter in these present Indentures declared hath given, graunted, bargained, and solde, and by these presentes &c. to the saide *A. J.* all that his manour of *H.* with the appurtenances in the saide Countie of *S.* and also his messuage, grange, cottages, milles &c. landes, tenements, meadowes, leasures, pastures, parkes, commons, waste groundes, ferries, heaths, marishes, woods, underwoods, waters, wayes, fishings,

fishings, rents, reversions, seruices, courts, profits of courts, leetes, viewes of frankpledge, and all that to his viewe of frankpledge doth appertaine, goods and cattell weined and straied, goods and cattelles of felons and fugitiue persons, fees, ward, marriage, escheates, relieues, herrioties, fines, amerciaments, liberties, priuileges, and all other profits, commodities, emoluments, and hereditaments whatsoeuer in H. aforesaide, and elsewhere within the countie of S. aforesaid to the saide manour belonging, or in any wise appertaining, or accepted, reputed, or taken as parte, member, or parcell of the same manour in as large and ample maner and forme as the same D. hath the same. And also thaduoison, gift, free disposition, and right of patronage of the rectorie and Church of the manour of H. aforesaide, and also all manner deedes, euidences, wittings, charters, courtrolls, rentalls, terrois, escripts and muniments, concerning onely the premisses, or onely any part of the same which the same D. of S. now hath, or which now be in the handes, possession, and custody of any other person to the vse of the same D. by his deliuey, or which he may conueniently get or come by without lute in the lawe. The same D. covenanteth, &c. well and truely to deliuer, or cause to be deliuered to the saide A. J. his heires or assignes, to his or their onely vse before the feast of, &c. next comming, &c. if the same D. be thereunto lawfully required. (B) To haue and to holde the saide mannours, messuages, landes, tenements, and other the premisses, with all and singuler their appurtenances to &c. (C) And the saide D. &c. that hee the same D. his heires and assignes on this side, or before the feast of &c. shall make or cause to be made to the said A. J. &c. as in covenants of assuraunce. (D) And that he the same D. and his heires, aswel as the said A. J. and his heires and assignes &c. all the said mannours, landes, tenements, and other the premisses and euery part or parcell thereof shall be clearely exonerated and discharged, saued &c. rents, seruices, and customes, that from thenceforth shall

shall be paide or going out or from the said manour, lands, tenements, or other the premises to the Quene our soueraigne Lady or to any other person or persons, and all leases, grants for terme of yeares and life or liues, or by copie of Court roll of the said manours and other the premises or any part or parcell thereof heretofore made, whereupon the ancient and accustomed rentes or more bene reserved yearly, onely excepted. (E) And the same D. &c. that the said manour, lands, tenements & other the premises been at the day of the sealing of these present Indentures of the cleare yearly value of xx. l. ouer and aboue all yearly charges and repzaies, and so the said yearly rent shall and may stand and continue without fraude or couin. (F) In consideration of the which bargain and sale, and other covenants, grants, articles and agreements made on the parte and behalfe of the said D. wel & truly to be obserued, performed, fulfilled and kept according to the intent, purport, and true meaning of these present Indentures: (G) The said A. J. covenanteth &c. that he the saide A. J. his heires and assignes at or befoze the feast of &c. next comming after the date of these presents, at the mansion house of the saide D. commonly called S. in the parish of S. M. in the field in the couinty of &c. between the houres of ix. & xi. of the clocke of the forenone of the same day, shall content & pay or cause to be contented and paide to the said D. the summe of &c. for the purchase, cleare bargain, and sale of the same manour, landes &c. and other the premises. In witnes &c.

Sect. 258. ¶ A Bargaine and Sale of Annuities.

(A) **T**His Indenture &c. witnesseth that the saide W. for him, his heires, and executors, hath bargained and solde &c. the yearly rent or annuitie of five pounds &c. going out of the manours of W. and C. And also the said W. bargaineth and selleth &c. one other annuall or yearly rent or annuitie of ten pounds also yearly going out of &c. and all his right, title, and interest which he hath in and to the said severall annuities, and to either of them. (B) To haue

haue, holde, enioy, leuie, take, and receiue the saide seuerall annuities and yearly rents of five pounds & x. li. to the said R. &c. at the feasts of &c. (C) And furthermore the saide W. couenanteth &c. that he the saide W. and his heires before the feast of &c. shall make a good, sure, and sufficient estate and lawfull grant in fee simple to the saide R. and to his heires and assignes, of and in the saide seuerall annuities or yearly rents of &c. discharged &c. (D) And furthermore the saide W. couenanteth &c. that he the said W. or his assignes shall deliuer or cause to be deliuered to the said R. & his assignes to the vse of the said R. his heires and assignes all such evidences &c. and that he is seised &c. In witnes &c.

Seet 259.

¶ *A sale of a reuersion.*

(A) **O**Mnibus &c. I. H. salutem in domino sempiternam. Cum C. M. vidua q̄ fuit vxor I. M. iuxta volūtāt eiusd' I. M. habeat & tenet ad terminū vitæ eiusdē C. ex dimissione, traditione & chartæ indentate confirmatione mei dicti I. H. ac I. B. iam defuncti, omnia illa terras &c. q̄ ego dictus I. H. & predictus I. B. quodā coniunctim habuimus nobis heredit' & assignis nostris in perpetuum, ex dono & feoffamento dicti I. M. in villa & capis &c. reuersione omnium predictorum terrarū, tenementi, reditu post mortem dicti C. mihi prefati I. H. & heredit' & assignis meis de iure spectant. (B) Noueritis me prefati I. H. dimisisse, tradidisse, liberasse, & hoc presenti scripto meo confirmasse N. S. de L. dicti reuersionē omnium predictorum &c. & omnibus suis pertinentiis, statim cum acciderit post mortē dicti C. Ita qd' omnia predicta terre &c. (C) Habend' & tenend' dicti reuersionē cum omnibus & singulis suis premissis cum pertinentiis post mortem dicti C. heredit' & assignis suis in perpetuum de capitalibus dominis &c. In cuius rei testimonium &c.

Seet 260.

A Sale of a reuersion.

(A) **T**His Indenture &c. between &c. witnesseth that the saide R. the day of the making hereof hath bargained &c. vnto the sayde B. and vnto his heires for ever



ever al the reuerſion where it ſhall happen to come and fall ſcōtinently by and after the death of J. G. grandmother to the ſaide K. of and in all thoſe lands &c. and al his right, claime, title, ble, poſſeſſion and intereſt of and in the ſame. And the ſaid K. couenanteth and granteth by this Indenture, that he oꝝ his heires within a moneth next after the deceaſe of the ſoreſaid J. ſhal make oꝝ cauſe to be made to the ſaid B. and his heires, oꝝ to ſuch other perſons as he oꝝ they ſhall name oꝝ aſſigne to the ble of the ſaide B. his heires oꝝ aſſignes foꝝ ever, a good, ſure, ſufficient, and laſtfull eſtate in the Laſwe, in fee ſimple of and in the ſaide lands &c. In witneſſe &c.

Sec<sup>t</sup> 261. *A Bargaine and Sale of a reuerſion.*

(A) **T**His Indenture &c. witneſſeth that the ſaid K. B. and K. his wife, foꝝ the ſumme of &c. hath bargained &c. the reuerſion of all thoſe his landes &c. oꝝ wyth the ſame of late bleſed, oꝝ to ſerme letten be it moꝝe oꝝ leſſe as in the right of the ſaid K. during her naturall life, oꝝ of their aſſignes, and now in the tenure of &c. foꝝ terme of yeares yet enduring of the leaſe and demile of the ſaid T. C. together wyth al ſuch charters &c. And the ſame deedes &c. (B) **T**o haue and to holde the reuerſion of the ſaide tenements &c. (C) And that aſwell the ſaide T. S. his heires and aſſignes as the reuerſion of the ſaid tenements &c. (D) And alſo that they the ſaid K. & K. the day of the making hereof be very true owners thereof in the right of the ſaide K. of & in the reuerſion of all the ſaid tenements &c. and haue full powꝛ &c. (E) And foꝝaſmuch as the true meaning of the parties to theſe preſent Indentures is, that the ſaid T. S. in conſideration of payment of the ſumme of &c. ſhould haue the cleare yearely balewe of the premiſſes in poſſeſſion although the ſaid T. S. and his wife oꝝ their aſſignes in the right of the ſaid C. be ſeaſed, and haue right to holde the ſame during the life naturall of the ſaide C. (F) **T**herefoꝝe the ſaide K. couenanteth &c. that he the ſaid K. his executors oꝝ aſſignes yꝛely during the life natural of the ſaid C.

¶ Shall content or other wise pay to the said W. S. his executors &c. xxx. li. perety &c. at or before &c. at the mansion house of the said K. where now he inhabiteth. (G) Also be the said W. S. &c. covenanteth &c. that if they the said K. and K. and the heires and assignes of euery of them, do wel and truely obserue, perfozme, fulfill and keepe, all and singuler the covenants &c. in these present Indentures specified, mentioned & contained, which on the part of euery of them or the heires or assignes of euery of them are to be obserued, perfozmed, fulfilled and kept, according to the true intent and meaning expessed in the saue Indenture, then one obligation or dede obligatory, bearing date the day of these presents, wherein the said K. his heires and executors standeth bound to the said W. S. in the summe of &c. of good &c. to be paid to the said W. S. his heires or executors, shalbe frustrate, boide and of none effect, or els to stand in his full strength, virtue, and effect. In witnesse &c.

Sect. 262. ¶ A bargaine and sale of Copyhold landes.

(A) **T**His Indenture &c. betwene M. K. widow, late the wife of W. K. while he lyued Citizen and Tauer-ner on thone partie, and K. B. Sergeant at the law on the other partie, witnesseth that the said M. and W. haue bargained &c. K. B. al the mesuages &c. whether they be free hold or copyhold, or whatsoever tenure they be of. (B) And the said M. and W. &c. that they shall make the said K. and his heires, or him and other persons and their heires at the nomination of the said K. or his heires, lurre of the said mesuage &c. before the feast of &c. next comming, by surrender thereof into the Lordes handes, to the vse of the said K. and his heires, to thuse of him and other persons by him to bee named, & to their heires or other wise, at the expences, costs and charges in the law of the said M. & W. or one of them, their executors or assignes. (C) And also at the like expences as well for the Lordes fine, as for other things, shal cause the Lord of the manor for the time being of whom the said

mesuage and all other the premisses be holden, to make a sure graunt, seisin, possession and deliuerie, of and in all and singular the same to the said K. and his heires, or to hym and other persons at his nomination, and to their heires, according to the laudable vse and custome of the same manor heretofore vsed. (D) And furthermore the said M. couenanteth and graunteth, that if the said K. or such persons at his nomination which shall haue the said mesuages &c. and other the premisses, without couin or collusion bee lawfully exicted, dispossessed or disseised out of the said mesuage &c. of the premisses, before the feast of Easter next comming: That then the said K. and his heires shall immediately within the space of thre moneths next after any such exiction, dispossession, or disseisin, haue as much landes and tenements of the foresaid M. and W. which they or either of them haue or had in their possession, reuerſion or vse, at the election and pleasure of the said K. as shall amount and be of the clere yerely value of the said mesuage &c. or of as much part thereof as the foresaid K. shalbe so lawfully exicted and disseised of, or that shall not be assured to the sayd K. before the feast of Easter aboue rehearsed. (E) To haue and to hold &c. (F) And also the said M. bargaineth and selleth to the said K. all maner of stufte, goodes, habilements and implements to them and either of them pertaining and belonging, being in the same mesuage, garden, houses, &c. at the day of sealing of these presents. And the said M. and W. both graunt, that they shall discharge &c. the yerely rent of xij. s. (G) And that the said K. shall take the profits from the feast of S. Michaell last past forward: For which sale and bargain of all and singular the premisses on the part of the said M. and W. to be obserued, performed and done, the said K. hath contented and paid to the said M. and W. xl. poundes of lawfull monney of England. (H) And ouer this the sayd K. couenanteth &c. that if the said M. and W. cause the said estate to be made to the sayd K. and his heires, or to hym and other

other persons at his nomination, in maner afoze rehearsed, on this side the feast of Easter aboue mentioned: that then an obligation of the date hereof, wherein the said *M.* and *L.* his sonne stand bounden to the said *R.* in x. pound sterling, shall be void and of none effect. And that then the said *R.* shall deliuer the foresaid Obligation to the aboue named *M.* and *L.* to be cancelled &c. In witnesse whereof &c.

Sec. 263.

¶ A sale of a Wardship.

(A) **T**His Indenture &c. Witnesseeth that where our soueraigne Ladie the Quēnes Maiesstie that now is, of her special grace, certaine knowledge, and sure motion by her highnesse letters Patents sealed with the great seale of England, bearing date &c. do gyue &c. to the said *H. S.* by the name of her highnesse saythfull and welbeloued seruant *H. S.* Esquire, the custodie of the bodie and maryage of *H. L.* her highnesse Ward, sonne and heire to *H.* who at the day of his death dyd hold certayne landes and tenements in *B.* of *P.* of *J. C.* our soueraigne Ladie the Quēnes highnesse ward, as of his mannoz of *R.* in the said countie &c. now being in the Quēnes sayd Maiessties handes, by reason of the minozitie of the said *J. C.* by the thirde part of one knightes fee. To haue, possesse and enioy the custodie of the bodie and mariage of *H. L.* untill such time as the said *S.* his heires or assignes shall haue had or take the effect of the said mariage of the said *H. L.* as by the letters Patents moze plainly appeareth: The said *H. S.* now by these present Indentures, for the summe of &c. of good and lawfull &c. to him by the said *C. R.* paid and truely contented &c. doth plainly and fully bargaine, sell, giue and graunt vnto the said *C. R.* his executors or assignes, the custodie and wardship of the bodie and maryage, without disparagement of the said *H. L.* and also the letters Patentes aforesaid: To haue, enioy & possesse the same custody and wardship of the body and mariage of the said *H. L.* without disparagement to the said *C. R.* bys



executors and assignes, untill such time as the said C. B. his executors, administrators & assignes shall take or haue the effect of the Marriage of the said H. B. in as ample and large maner and forme, as the said H. S. the custodie, wardship, or marriage hath by the said letters patents or otherwise. And the said C. B. doth covenant &c. that he the said H. S. &c. or such other person or persons, as the said H. S. by his last will and testament or otherwise shall thereunto name or appoint, shall and may haue the custodie, possession and education of the said H. B. during the minority of the said H. B. without any let, impediment or disturbance of the said C. &c. or any of them. And that he the said H. B. his heires and assignes shall quietly and peaceably haue and for ever enjoy all lands, tenements and hereditaments that to them doth belong, without any let, impediment or interruption of the said C. his executors, administrators or assignes, or any of them, for or by reason of any value of marriage or forfeiture of marriage &c. In witnesse &c.

Sect. 264.

¶ Of a bargainne of Wheate.

(A) **T**His Indenture made betwene A. B. of M. in the Countie of Kent yeoman, on the one partie, and C. D. of L. in the countie of Surrey Gent. on the other part, witnesseth that the said A. B. the day of making hereof, hath bargained and sold, and by these presents bargaineth & selleth vnto the said C. D. xx. quarters of Wheat, and xx. quarters of Rie, good wheat and rie, cleane and merchantable with the best, accompting viij. bushels with the heape to euery quarter. All which xx. quarters of wheat, and xx. quarters of rie, the said A. B. doth covenant and graunt by this Indenture, that he, his executors or assignes, at his or their owne cost & charge, shall deliuer or cause to be deliuered to the said C. D. to his executors or assignes, frank and free, at the dwelling house of the said C. D. at L. aforesayd, before the feast of the Nativite of our Lord God next coming, after the date hereof, without any further delay, fraud or contradiction. And the said C. D. covenanteth and graun-

graunteth by this Indenture, that he, his executors or assignes shalbe ready and receive all the same xx. quarters of wheat, and xx. quarters of Rye, at all time and times when soeuer the foresaid A. B. or his executors &c. shal bring the same, to be deliuered in maner & forme as is aforesaid declared.

(B) For þ bargain & sale of al which xx. quarters of wheat & xx. quarters of Rye, and for the deliuerie thereof in maner & forme aforesaid, the said C. D. couenanteth and graunteth by these presents, to pay or cause to be paid to the said A. B. his executors or assignes, for every quarter of the said wheat, viij. shillings sterling, and for every quarter of the said Rye vi. s. sterling, in maner and forme following, that is to say &c. To all and singular covenants, graunts, paymēts, articles and agreements aforesaid rehearsed, on either part of the said parties, well and truly to be obserued and kept, either of the same parties bindeth themselves to other in the summe of xx. li. sterling, well and truly to be paid, by this Indenture. In witnesse &c.

Seet. 265.

¶ A sale of Tymber.

(A) This Indenture made &c. Witnesseth that the said A. B. for a certaine competent summe of money to him in hand paid by the said R. S. whereof the said A. B. knowledgeth him selfe &c. Haue bargained and sold, and by these presents for him, his heires, executors and assignes for ever fortie Acres as they stand now and grow in a certaine wood called by the name of B. within the parish of D. in the said countie of S. and as the same fortie Acres & every of them are before then seeking and deliuerie of these present Indentures, signed and marked by the full assent & agreement of the said parties. To haue and enjoy the said fortie Acres so signed and marked, with all commodities belonging to the same, unto the said R. S. his executors and assignes from the day of the date hereof untill the feast of S. John B. which shalbe in the yere of our Lord God 1592, as wel he the said R. his executors & assignes and seruants to haue free libertie of accesse, recess, course and recourse at all

times at their will and pleasure, to and from the said wood called B. without any let, deniall or interruption of the said J. B. his heires or assignes, as also to hewe, square, saw, and breake the same Dhes or any of them: And also to to use and deuse with horse, cartes, & waines, and all other deuises for the carping away of the same sortie Dhes, and riery of them. And also that the said K. S. his executors & assignes, to haue free libertie vntill the feast aforesaid to digg pittes called saw pits within the said wood called B. where he thinketh best, so that the same pits be filled vp againe by him the said B. his executors or assignes, within vij. weekes after the carping away of the said wood and trees. And that he the said K. S. his executors or assignes shall fence and amound the hedges and fences, in and about the premisses in all such places as shalbe broken, trodden downe, or otherwise wasted by occasion of the premisses, at his or theire charges on this side &c. taking sufficient hedgebote for the doing of the same. Provided alwaies that the said K. S. his executors, assignes, or seruants, shall at no tyme hereafter lawfully do any hurt or dammage, eyther of the grasse or corne, other then for the necessarie cutting, sawing and carping of the sayd wood and trees. In witnesse whereof &c.

Sec<sup>t</sup>. 266.

¶ A Sale of Wood.

(A) **T**His Indenture &c. witnesseth that the said A. B. the day of making hereof, hath bargained & sold, and by these present Indentures doth clerely bargain and sell vnto the said C. all those his woodes and underwoodes now standing & growing in and vpon his groues, or hedge groues called D. in the parish of P. in the countie of Essex.

(B) And the said C. doth couenant & graunt by this Indenture, that he, his executors or assignes, shall leaue standing in and vpon the aforesaid landes called D. competent & sufficient stathels & stovers, according to the custome in þe same countrey heretofore used.

(C) And also the said C. doth couenant & graunt by this Indenture, that he, his executors

or assignes, at their owne costes and charges, all hedges and boundaries belonging to the said groves & hedgegroves, well and sufficiently shall amend, restore, & repayre, when & as often as neede shall require, from the day of the selling of the said woods, to the ende and terme of foure yeares then next ensuing, for the safeguard of the springs growing upon the same. (D) And the said C. doth further covenant and grant by these presents, that he, his executors or assignes shall not sell any of the said wood or underwoods, but in due and seasonable times of selling, that is to say, yereleie betwene the feasts of S. Michael thar. and the Annunciati- on of our blessed Ladie the virgin; from the feast of Saint Mich. the arch: next comming after the date hereof, to the ende and terme of thre yeares from thence next ensuing, fully to be complete and ended. (E) And the foresaide A. B. for his part doth covenant and grant by this Indenture, that the said C. his executors and assignes, shall have free ingresse, & regresse to and from the saide woods and under- woods, with horse, cart, and carriage at all times according to his pleasure for the selling, hewing, cutting downe, and carying away the foresaid underwoodes, in maner & forme afore declared, duringe all the foresaid terme, without let or interruption of any person or persons. (F) For the sale and bargain of all which woodes and underwoodes, the said C. doth covenant and graunt by these presents, to pay or cause to be paid to the said A. his executors or assignes xx. li. of good and lawfull money of England, in maner & forme following: That is to say, in hand at the sealing of these Indentures x. pound, of which tenne pound the said A. B. knowledgeth himselfe well and truly satisfied and paid, and therof & of every parcel of the same clerely doth acquite and discharge the said J. his heires and executors by these presents, and at the feast of the Nativite of our Lord God next comming after the date hereof, x. pound in full pay- ment of the said xx. li. In witnes &c.



5. ff. 267. ¶ A bargain and sale of Woodes.

(A) **T**His Indenture &c. Witnesseth that the sayd **M.** hath bargained and sold &c. all those his woodes and underwoodes, called and known by the name of &c. except the land and soile of the same woodes and underwoodes, and also wayners called standers of &c. onely excepted and reserved to the said **M.** and to his heires, executors and assignes. (B) And the said **M.** covenanteth, that he the said **M.** shall sell and carie away all the said woodes and underwoods (except before excepted) within two yerres next ensuing the date of these presents, at mete and seasonable times in the yere, so that the spring of the same woodes may come & grow againe in due course. And the said **M.** covenanteth, that he the said **M.** or his heires or executors shall make or cause &c. lawfull copes & hedges rosid about the said woodes before bargained & sold, for the defence & safeguard of the springes of the said woodes &c. and the same during vij. yerres next after the date hereof wel & truly repaire & keepe up for defence of the said spring of the said woods. (C) And further the said **M.** covenanteth &c. that he the said **M.** shall acquite, discharge & save harmeles the said **M.** his executors & assignes against all men, of & for the payment of any manner of tythe which shal happen hereafter or rise to be due or demanded, of & for the said wood or underwoods, or any part thereof so bargained and sold, as is aforesaid. (D) Provided alwaies, and it is further covenanted &c. that if it happen the said **M.** hereafter lawfully to be interrupted &c. by any person or persons pretending any lawfull title to the premises within one yere next ensuing the date of these presents so that he cannot or may not lawfully take, sell, & carie away the said wood according to the true meaning of these presents, & of the covenants compassed within the same: That then the said **M.** or his executors, shall allow and pay unto the said **M.** his executors or assignes the value of the said woodes that shall happen to be lawfully taken away from the said **M.** after the reasonable rate and value of the said

said wodes that so shall happen to be lawfully taken away from the said W. his executors or assignes, contrarie to the true meaning of these presents &c.

¶ Defeasances.

Sect' 268. ¶ A defeasance of a rent by obtaining estate in landes.

(A) **T**His Indenture made &c. betwene M. W. of the one partie, and J. B. of thother partie, witnesseth that where the said J. B. in fulfilling & performing of part of certain covenants specified and declared in a paire of Indentures made betwene the said J. B. on the one party, and the said M. W. of the other party by his dede bearing date the day of the making of these presents, hath given & graunted to the said M. W. an annuall and yerely rent of xij. li. going out of the manor of W. &c. (B) To have and to hold the said annuall or yerely rent of &c. to the said M. W. his heires and assignes, for and during the life of E. M. with a sufficient clause of distresse comprised in the sayd graunt for nonpayment of the sayd yereley rent of &c. (C) Nevertheless it is now fully covenanted, granted, and agreed betwixt the saide parties in maner and forme following. That is to say, the sayde M. W. covenanteth &c. that if the sayd J. B. at anie time hereafter do obtain & get the estate & interest of the said E. M. which he hath in & to the saide manour &c. and thereof do make one sufficient estate & grāt to the said M. during the life of the said E. that then the saide grant of the said annuall rent of xij. pounds, shall from thenceforth cease, be determined and utterly void and of none effect, any thing in the saide former Indentures mentioned, or in the saide graunt of annuity contained to the contrarie in any wise notwithstanding. (D) And further the saide M. W. covenanteth and graunteth &c. that if it happen the saide M. W. his heires, executors, administrators or assignes, or any of them to make default in payment of the summe of xx. l. mentioned in the said former

mer Indentures oꝛ of any part thereof, & do not make true payment there at such dayes and times as are mentioned in the saide former Indentures: That the it shall be lawfull to the saide J. H. his heires oꝛ assignes, to retaine the saide annuall oꝛ yearly rent of xii. l. in his oꝛ their proper hande, and the saide annuity oꝛ yearly rent shall be suspended and not demanded noꝛ payable untill such time as the saide J. H. his heires, &c. be fully contented, satisfied, oꝛ paid of the said entier summe of xii. l. and of euery part thereof, ouer and beside his costes and charges foꝛ the withholding and nonpayment of the same summe of &c. any thing in the said former Indentures, oꝛ in the said grant of annuities, oꝛ in these Indentures mentioned to the contrary in any wise notwithstanding. In witness &c.

Sect' 269. ¶ A Defesance vpon a bargain & sale.

(A) **T**His Indenture &c. Betweene &c. witnesseth that where the saide G. by his deed indented, dated &c. foꝛ the summe of &c. hath fully bargained & sold &c. (B) Neuertheles it is now fully couenanted &c. betwixt the saide parties, and either of them couenanteth &c. to and with the other by these presents in manner and forme following, that is to say, if the said G. his heires &c. do well and truly content and pay againe to the said T. his executors &c. the said summe of &c. and euery part thereof at one whole & entier payment before the feast of &c. the which shall be &c. That the it shall be lawfull to the said G. & his heires vpon the repayment of the said summe of &c. to reenter into the said manoz of &c. & into euery parcel thereof, & the same to haue, holde, repoesse, & enioy againe, as in his oꝛ their former estate & interest: the same bargain & sale made to the said T. by the said G. of the said manoz &c. & any other assurance oꝛ conueyance thereof made oꝛ conueyed to the said T. to the contrary in any wise notwithstanding. And that then and from thencefoꝛth after the repayment of the saide summe of &c. the said T. and his heires shal stand and be seized of and in the saide manoz &c. to the vse of the saide G.

G. and his heires: and all estates, assurance, & conueyance thercof then had and made to the said T. and to his heires, or to any other person or persons shall after the repayment of the saide summe of  $\text{£c.}$  be to the vse of the saide G. and of his heires: anie thing in these Indentures to the contrarie in any wise notwithstanding. (C) And further the saide G. covenanteth  $\text{£c.}$  that if it shall happen the saide G. his heires  $\text{£c.}$  or any of them to make default of repayment of the saide summe of  $\text{£c.}$  before the feast of  $\text{£c.}$  that then it shall be lawfull vnto the said T. and his heires to haue, hold, occupy, and enioy to him and to his heires for euer, the saide manour  $\text{£c.}$  without condition or mortgage, and without let or disturbance, or interruption of the saide G. his heires or executours, or of anie other by his or their procurement, assent, or commaundement. (D) And that he the saide G. and his heires, and A. his wife at all times hereafter the saide feast of  $\text{£c.}$  vpon default of repayment of the saide summe of  $\text{£c.}$  shall doe, suffer, knowledge, and cause to be suffered, done, and knowledged from time to time all and euerie such acte, deuise, thing, and things as shall be reasonably deuised or aduised by the said T. or his heires  $\text{£c.}$  be it by fine, seoffement, recouerie, release with warrantie, confirmation with warrantie or otherwise. And the saide manour at the time of the making of the saide further assurance in manner and forme aforesaid, shall then be discharged of al incumbrances of what kind, degree or nature soeuer they be, except leases and chiefe rent. (E) And furthermoze the saide T. covenanteth  $\text{£c.}$  if the saide G. his heires or executours doe make default, and doe not repay againe the saide summe of  $\text{£c.}$  to the saide T. his  $\text{£c.}$  in manner and forme aforesaid. That then the saide G. vpon a perfect & further assurance & sure estate of the saide manour  $\text{£c.}$  had and made by the saide G. and A. his wife to the saide T. and to his heires shall content & pay to the saide G. his  $\text{£c.}$  the summe of  $\text{£c.}$  in full contentation & payment  $\text{£c.}$  and to be well and truly contented and paid to the saide G. his  $\text{£c.}$  for the saide manour



mannor &c. before bargained and sold to the said W. and to his heires in maner and forme before recited and declared in these presents. (F) And further the said W. covenan-  
teth &c. that if the sayde G. doe make defaulte in repay-  
ment of the said summe of &c. and that the said Pan-  
nour then after that be duely pꝛooued vpon a lawfull and a  
true suruey threof had and made to be of moze yearely  
value than &c. by yeare, that then the sayde W. his heires  
oꝛ executors shall content and pay to the sayde G. his  
heires oꝛ assignes within one yeare after the same suruey  
foz as much of the sayde Pannour as vpon the said sur-  
uey shall be duely, truly, and clearly pꝛooued to be, and  
amount in yearely value aboue the summe of &c. by the  
yeare ouer all charges, after the rate of twentie yeares  
purchase. In witness whereof &c.

Self 270. ¶ A defeasance of a Recognisance  
for debt.

(A) **T**His Indenture &c. witnesseth, that whereas R.  
W. by a certaine recognisance pꝛouided foꝛ the re-  
couery of debts taken, recognized and sealed before C. W.  
Knight, chiefe Justice of the Kings Bench, bearing date  
the day of these presents, stand, & bene iointly and seuerally  
bounden vnto W. L. of C. in the said countie of Essex Peo-  
man in the summe of one hundred poundes sterling to be  
paid, as in the same recognisance therof made moze plain-  
ly doth appeare. (B) Neuertheles the said W. foꝛ him his  
heires & executors, willeth & grāteth by these presents, that  
if the said R. and J. their heires, executors, oꝛ assignes, oꝛ  
anie them doe truly content and pay oꝛ cause to be con-  
tented and paid vnto the aforesaid W. his heires, execu-  
tors oꝛ assignes the summe of forty poundes of good & law-  
full money of England in manner and forme following,  
that is to say, in the feast of all Saints next comming af-  
ter the date hereof five poundes, at the dwelling house of  
the sayd W. in C. aforesaid, where he now inhabiteth. And  
on the first day of May then next following five poundes.

(C) And

them, their heires, executors, and administrators do covenant, promise, and graunt jointly and severally, to and with the sayde E. C. his executors and assignes, by these presents, that if default shall happen to be made of or in payment of the saide hundred and eightene pound in parte or in all, contrarie to the fourme aforesayde, that then the saide writing or recognisance of two hundred and fortie poundes, shall stand and be absolute without condition, and in full force and strength both in lawe and conscience: anie thing herein contained to the contrarie thereof in anie wise notwithstanding. In witnes whereof.

Sect 271. *A Mortgage upon condition to pay a certaine summe at a certaine day.*

(A) **O**Mnibus &c. sciatis nos præf. T. & L. pro diuersis bonisque causis & considerac' nos specialit' mouent' vnañi assensu & consensu nostris, dedisse &c. W. M. &c. hered' & assignat' suis vnum tenement' cum edificijs &c. Quod quidem tenement' cum edificijs gardinis ac ceteris premissis cum suis pertiñ, nos præd' T. & L. simul cū quibusdā alijs personis, nup habuimus nobis hered' & ass. nostris, ex dono &c. H. & P. de O. in comitatu N. execut' testamēt & vltime voluntat' W. C. nup de N. W. sub quadam conditione iam perimplet' & performat' prout per quādam suam cartam nuper inde nobis & dictis alijs personis confect' cuiusdā est &c. plenius liquet & apparet. (B) Habend' & tenend' præd' tenementū ac cetera omnia premissa cū suis pertiñ præf. W. M. hered' & assign. suis ad solum opus & vsum ipsius W. M. hered' & assign. suorū (C) Sub forma tamen, & condicione sequen', viz. quod si nos præf. T. D. & L. vxor mea aut aliquis nostrū, herē, execut', adm̄ vel assign' nostr' soluamus seu solui faciamus præd' W. M. execut', adm̄ vel assignat' suis, in vel apud modō domū māsional' ipsius W. M. in ciuit' M. v. li. legalis &c. modo & forma sequen' viz. ad festum &c. prox. futurum post datum presentē xx. s. &c. in plena soluc' præd' v. li. Quod tunc presens status & scisina

seisina de & in premisis in forma prædict' delibera't, & cap't, vacue sint, nulliusque effectus neque valoris, alioquin presens status & seisina de & in premisis in forma prædict' delibera't & cap't firme sint & stabil', tantummodo ad opus & solum vsum prædict' W. M. hered' & assignat' suorum : tenendum de capit' dominis feodi illius per seruicia inde debita & de Iure consuet' per presentes. In cuius rei testimonium huic presenti cartæ nostræ sigilla nostra apponi fecimus, Datum quinto die Maij Anno &c.

Sec<sup>a</sup> 273.

*A fee farm in Mortgage.*

(A) Omnibus Christi fidelibus ad quos prescript' indentat' puenerit I.N. de Oxon salu't &c. Cû C. W. de ead' dederit, cõcesserit & p chart' suâ feoffamenti gereâ dat' vlt' die Decẽb' ante dat' presentium vlt' pterito, mihi pref. I. confirmauerit oĩa illa terr' &c. (B) Habẽd' & tenend' mihi hered' & assignat' meis in perpetuũ, put in eadẽ chart' sua mihi inde confecta plenius continetur. (C) Noueritis me pf. I. dimisisse, cõcessisse, & hoc p'senti script' meo indentat' cõfirmasse p'd' C. oĩa illa p'd' terr' &c. (D) Habend' sibi hered' & assign' suis in ppetuũ sub form' & condicione sequentib' viz. q' si præd' C. soluat seu solui fac', hered' aut execut' sui soluât, aut solui faciant mihi pf. I. attornato vel executoribus meis in parochiali ecclesia omnium Sanctoꝝ in Oxon xx. li. sterlingoꝝ ad festum Pasche proximo futurum, quod extunc presens charta indentata, & seisina inde libera't suũ robur obtineât & effect'. (E) Et si defect' fiat in solutione præd' xx. li. contra formam præd' extunc presens charta indetata & seisina inde liberata sint vanæ, ac pro nullo habeant, & tunc benelicebit mihi præf. I. heredib' &c. In cuius rei testimonium &c. (F) *But if there be many days of payment, then ye may procede after this forme following.* Si prædict' C. soluat aut solui faciat hered' seu executores sui soluant, aut solui faciant, mihi præfat' I. attornat' seu executoribus meis in parochial' ecclesia omnium

omnium Sāctorum Oxon<sup>i</sup> xx. li. sterlingorum in forma subscripta, videlicet, ad festum Paschæ proximò futurum post datum presentium xx. s. ad festū Natiuitatis sancti Iohannis Baptistæ tunc proximo sequentē xx. s. & sic de festo in festum, de anno in annum vnum post alium continue sequentē ad quodlibet festorum præd' viginti solidos quousque præd' xx. li. plenarie persoluantur, extunc presens charta indentata &c. (C) Et si defect' fiat in aliqua solutione præd' viginti librar' in parte vel in toto, contra formam præd', extunc &c. *vt in charta prædict'*, (D) Prouiso semp, qd' si prædict' C. vel aliquis alius nomine suo allegauerit aliquam acquietatiam seu solutionem dictæ pecuniæ alibi fore factam quam in ecclesia omnium Sāctorum prædicta, contra me præfatum I. quod extunc idem C. vult & concedit per presentes, quod huiusmodi acquietantia in solutione forinseca nullius sit valoris. In cuius rei &c.

Sec<sup>a</sup> 274. ¶ *A Mortgage with a letter of attorney.*

(A) S<sup>ciant</sup> &c. q' nos W.C.W.W. & T.C. dimisimus, tradidim<sup>9</sup>, & liberauimus H.M. I.H. & W.H. oīa illa ter<sup>r</sup> & tñta, redit' &c. vocat' B. que nos p<sup>d'</sup> W.C. W. & T.C. nup' coniunctim habuimus nobis, heredibus & assign' nostris in perpetuum, ad vsum mei præd' W.C. hered' & assign' meor' ex dimissione, traditione, liberatione & chartæ cōfirmatione I.H. de B. præd'. (B) Habend' & tenend' oīa p<sup>d</sup>ict' &c. sub forma & conditione sequent', vz. quod si p<sup>d</sup>ict' B. bene & fideliter soluat, aut solui faciat mihi p<sup>f</sup>. W.C. aut meo certo atturñ &c. quod tunc presens charta nostra indentata, & seifina sua super eandem liberata & habita in omnibus eorum roboribus permaneant & virtutibus in perpetuum. (C) Et si defectus fiat &c. (D) Ac insuper noueritis nos præf. W.C.W.W. & T.C. fecisse, ordinasse, & loco nostro posuisse dilect' nobis in X<sup>p</sup>o. præf. W.W. nostr' verum & legit. atturñ ad deliberand' tā vice & nominib' nostr' & p<sup>r</sup> nobis, q̄ vice & nomine suo proprio, & pro seipso p<sup>f</sup>.

H.I.



H. I. & W. H. heř & afsign suis, plenam & pacificam possessionem & seisinam de & in omnibus prædictis terris & tenentis reddit & seruicijs cum suis pertinenſiis secundum vim, formam, tenorem & effectum presentis chartæ nostræ indentate. Rat & gratum habent & habituri totum & quicquid dictus attorn noster tam nominibus nostris, quam nomine suo proprio fecerit de & in deliberatione se sine potest prout si ibidem presentes personabiliter interessemus. In cuius rei testimonium vni parti presentis chartæ nostræ indentate penes præf. H. I. H. & W. H. remanent, nos potest W. C. & W. W. & T. C. sigilla nostra apposuimus, alteri vero inde parti penes nos residentem præd. H. I. H. & W. H. sigilla sua apposuerunt, Dat &c.

Seç 275. ¶ *A mortgage of land to saue harmelesse &c.*

(A) Sciatis &c. quod ego T. F. sen de N. Drap dedi & concessi & hac presenti carta mea indent confirmavi L. W. de N. ycoman unum tenementum &c. Habendum & tenendum præd. tenentium & omnia & singula cetera premissa cum suis pertinenſiis, præf. L. W. hered' & afsign suis ad solum opus & usum mei dicti T. F. hered' & afsign meorum in perpetuum. (B) Ita quod ego dictus T. F. her' execut vel assignat mei soluamus seu solui fac' eidem L. W. execut vel assign suis xl. li. legalis monet Anglię &c. modo & forma sequentem, videlicet ad festum omnium sanctorum quod erit in anno domini 1592. iij. li. & sic deinde annuat ad dict' festum iij. li. quousque duodecim libris dict' xlv. libris. soluatur, & ad festum omnium sanctorum quod erit in anno domini, 1596. xxxiiij. li. in plena solutione dict' xlv. libris. necnon soluamus & indemnes conseruemus seu saluari & indemnes conseruari fac' prædict' L. W. heredes, execut & administrať suos versus quendam W. M. de C. execut & administrať suos ac alios quoscunque de & pro quodam scripto obligatorio in quo prædictus L. W. ad instanciam mei prædict' T. F. simul cum me eodem T. tenetur & obligatur præf. W. M. in summa xl. libris. indorsat cum conditione pro soluc' xx. li. legalis monete Anglię

Angliz. (C) Alioquin si contingat quod ego dictus T. F.hæred', execut' vel assignat' mei defecerimus in solutione prædict' xlv. li. vel alicuius inde parcelle in forma prædict' soluend', vel in saluando vel indemnes conseruand' prædictum L.W. hæred', executores vel administratores suos in forma prædicta, tunc ad solum opus & vsum ipsius L.W.hæred' & assignatorum suorum in perpetuum, tenend' de capitalibus dominis feodi illius per seruitia inde debi't & de iure conluet per præsent'es. In cuius rei testimonium &c. apposui. Dat' &c.

¶ *A Feffement in fee conditionall.*

(D) SCiant præsent'es &c. quod ego I. W. de O. dedi, concessi, & hac præsent'i charta mea indentat' confirmaui S.W. omnia illa terr' & ten'ta &c. quæ habeo in villa & in campis de H.in com' O.Habend' & tenend' &c. sub forma & conditione subsequenti, viz. qd' si ego præd' I. soluam seu solui faciam, hæred' vel execut' mei soluant aut solui faciant præf.S.W. aut eius certo atturnato, hæred' vel executorib' suis ad festum Paschæ pxi'm' futur' in parochiali ecclesia omnium Sanctorum Oxon' xx. li. sterling', quod extunc præfens charta indentata ac seifina inde deliberata cassatæ sint & van', nulliusq; valoris, ac tunc bené licebit præf. I. hæred' & assign' suis in omnia illa terras &c. reintrare, reseifire, & ea rehabere & retinere, vt in statu meo pristino, ac præf.S.W. hæred' & assign' suos inde totaliter expellere præsent'i charta indentata, ac seifina inde liberata v'llo modo non obstâte.

(E) Et si defect' fiat in solutione p'd' xx.li. contra formam præd', extunc præfens hæc charta mea Indentata, & seifina inde liberata suum robur obtineât & effectum, & tunc bené liceat præfato S.W.hæred' & assignatis suis ea habere & pacificè gaudere in perpetuum. In cuius rei testimonium vni parti huius chartæ Indentatæ penes me reman', præf. S. W. sigillum suum apposuit. Alteri vero parti huius chartæ Indentatæ penes præfat' S. W.

reman' ego præd' I. W. sigillum meum apposui his testibus &c. Dat' &c.

*Sec. 276. ¶ An estate upon condition to find meate &c.*

(A) O M nibus Christi fidelibus ad quos præsens scriptum indentat' peruenerit, W. P. salutem &c. No-ueritis me præf. W. dedisse, concessisse, & hoc præsent' scripto meo indentat' confirmasse T. N. omnia mea terf' & ten' cum pertinen' quæ habeo in vill' & parochia de S. in comitatu E. (B) Tenend' & habend' omnia prædict' terras & tenementa cum pertiñ præf. T. hered' & assignatis suis in perpetuum de capitalibus &c. sub forma & conditione sequenti, videlicet, (C) Quod prædictus T. exhibeat seu exhibere faciat mihi præf. W. durante vita mea victum sufficientem, ac statui meo competentem; prout idem T. ad mensam suam habet, seu habere consuevit, ac quolibet die dominico vnum denarium pro meis expensis mihi reddat, necnon quolibet anno erga festum Natalis domini vnam togam de Russel, vnum par caligañ, duo paria calceorū, duas camisas, & duos brac' statui meo competent', annuatim mihi inueniat. (D) Et si contingat me decrepitū vel infirmum deuenire, tunc idem C. inueniet mihi vnum seruientem ad me debi' modo prout decet custodiend', ac etiam quendam locum in alta camera tenement' mei prædict' competent' vbi melius potero peruenire tam in sanitate quā in egritudine, simul cum libero introitu & exit' omnibus temporibus licitis ad eandem durante vita mea mihi reseruand'. (E) Et si prædict' W. in exhibitione mea prædicta, seu in aliquo præmissorum defecerit, aut ea facere contrariet' quouis modo in futurum, quod extunc bené licebit mihi, hered' & assignatis meis, in omnia prædicta terras & tenementa cum pertinentijs reintrare, resesire, & ea rehabere & retinere, vt in pristino meo statu, ac dict' T. hered' &c. inde totaliter expellere, præsent' scripto indet' ac seifina inde deliberat' vilo modo non obstant'. In cuius rei &c.

Sect. 277.

§ A Mortgage of Landes &amp;c.

(A) **S**Ciant &c. quod ego E. M. vidua p &c. mihi per R. B. & E. vx. eius pre manib' solut, vendidi, dedi & concessi &c. præfat R. & E. vxor eius, totum illud mesuagium meū &c. Quod quidē mesuagiū, cum edificijs, gardinis &c. ego præd' E. M. nup habui ad solum opus & vsum mei ipsius E. & hered' meorum &c. Habend' &c. Sub conditione sequen, viz. (B) Quod si præd' R. B. & E. vxor eius, hered', execut vel assigni sui soluant, seu solui faciant, vel vnus eorum soluat seu solui faciat, mihi præfat E. M. aut meo certo Attornato vel execut meis, ducentas & viginti libras, bonæ & legalis monetæ Angliæ modo & forma sequen, viz. ad festum &c. Et sic deinde annuatim soluēd' ad quodlibet festum &c. extunc prox. & immediat sequen xx. li. &c. quousq; CCxx. li. plenarie persoluant. (C) Quod tunc p'sens carta mea indentata, ac status & seisin de & in p'missis liberat, firme sint & stabiles ad solum op' & vsum p'dictorū R. & E. hered' & assignat suorū in ppetuum. Et si contingat p'd' R. B. & E. vxor eius, hered', execut vel assigni suos defect' facere in soluc' præd' CCxx. li. aut alicui' inde pcell' in forma p'd' soluend', qd' tunc præfens charta mea indentat ac status & seisin de, & in p'miss. liberat, cassæ sint & vacuæ, nulliusq; valoris, ac tūc bené licebit mihi p'f. E. M. hered' & assigni meis, in p'd' mesuag' &c. reintrare & ill' rehabere &c. execut & administrat suos inde totaliter expellere, eijcere, & amouere, præfent charta mea indent, & seisin de & in p'remiss. liberat, vllō modo non obstant'. Et sciend' est, qd' status et seisin, de, & in p'd' mesuagio &c. sub conditione præd' deliberat fuer. In cuius rei &c.

Sect 278.

§ A Mortgage of Landes &amp;c.

(A) **T**His Indenture made &c. betwene **W. W.** of the one partie in the ec. and **W. J.** ec. on the other partie, witnesseth that where the said **W. W.** by his deeds bearing date the eleventh day of this present moneth of **January**, hath infeoffed **W. J.** of and in the Mannor of **C.**

Z ij

with al



withal his right members and appurtenances in the sayd Countie &c. and of and in the aduowson, gift, free disposition and right of patronage of the Rectorie and Parish Church of C. aforesaid. To haue and to hold, (as in the deede afore verbatim &c.) as by the same deede more plainly may appeare. (B) And whereas the said W. J. the day of the date hereof hath contented and paid vnto the said W. W. the summe of C. pound, parcell of the said summe of 250. li. which summe of 100. li. the said W. knowledgeth &c. thereof &c. by these presentes. (C) It is now therfore couenanted, condiscended &c. betwene the said parties in maner and forme following: That is to say, that the said W. W. shall before the feast of Easter &c. by fine to be leuied in the Quenes Maiesties Court of her common pless at Westminster, at the costes and charges of the said W. J. his heires or assignes, knowledge the said manor, aduowson, and other the premises with the appurtenances, by the name of the mannor of C. wyth thappurtenances and their mesuages, and xl. shillings rent with thappurtenances in C. and thaduowson of the Church of C. to be the right of the said W. J. as that which the said W. J. hath of the gift of the said W. W. and by the same fine shall remise, release, & quite claime the premises with thappurtenances, from him the said W. and his heires vnto the said W. W. and his heires for euer. (D) And further by the same fine shall warrant the premises vnto the said W. W. and his heires against the said W. & his heires for euer: Which said fine so to be leuied in forme aforesaid, shall be to thules & intentes, that is to say: to thules of the said W. J. & his assignes, vntil the xxiiij. day of March &c. (E) And if the said W. J. &c. do well & truly content & pay or cause to be &c. vnto the said W. W. his executors, the summe of C. li. of good &c. at, and in the said xxiiij. of March next ensuing &c. at such a place being named in the deede &c. What then & from thenceforth after such payment made, the said fine to be leuied in forme aforesaid, shalbe to thonlie vse of the

the said **W. J.** his heires and assignes for ever. (F) And if default of such payment be had & made of the said summe of 150. li. or any parcel thereof at the time and place before limited for the payment of the same: then & from thenceforth after such default of payment made, the said fine to be leuied in forme aforesaid, shalbe to thornlie vse of the said **T. W.** his heires and assignes. (G) And the said **T. W.** for him &c. covenanteth &c. that he the said **T. W.** and hys heires shall from time to time at all times hereafter acquite, discharge, or otherwise saue harmeles aswell the said **W. J.** his heires &c. as the said manor, aduowson & other the premisses &c. and euery parcel thereof, and from all former renties, lineries, ouster le maine, fines for alienations &c. and of all other maner of &c. (H) And the said **T. W.** for him &c. to and with &c. by these presents, that he the said **T. W.** &c. vpon reasonable request deliuer the deedes &c. (I) And further that he the said **T. W.** and his heires, and all and euery other person and persons & their heires clayming the premisses, by or from the said **T. W.** shall at euery time and times during the space of two yerres next after the payment made of the said summe of 150. pound, in forme aforesaid, when & as oft as they or any of them shalbe thereunto reasonably required by the said **W. J.** his heires &c. with such warrantie against the said **T. W.** and his heires, as shall within the said two yerres be reasonably deuised &c. at the costes and charges &c. his heires and assignes &c. (K) And the said **T. W.** further covenanteth &c. to and with the said **W. J.** &c. that if it shall happen **A. L.** late wife of **J. L.** esquire, and sometime wife of **K. G.** esquire, to recover by due order and course of the law against the said **W. J.** his heires or assignes the third part of the premisses for dower to her belonging after the death of the said **J. S.** That then he the said **T. W.** his heires or assignes from the time of such recoverie had, and after notice thereof to him given by the said **W. J.** his heires or assignes, shall content and pay verely to the said **W. J.**

his heires or assignes during the naturall life of the said A. A. liij. s. of good etc. in the feastes of etc. to & with the said W. etc. that if default of payment be had and made of the said summe of 150. pound, or any etc. at the time and place before limited for the payment of the same: That then and from thenceforth all and every covenant etc. comprised in this present Indenture on the part of the said W. W. etc. to be observed or perfozmed, and all & every bond wherein the said W. standeth bound for the performace of the same, or any of them, shalbe utterly void & of none effect. (L) And that then the said W. his heires or assignes shall within one Moneth next after such default of payment made as is aforesaid, deliver or cause to be delivered unto the said W. his heires or assignes, not onlie the Counterpaine of thys Indenture sealed by the said W. and all such bondes as the said W. shall stand bound in, to the said W. for performace of the covenants comprised in the same Indenture, & the same dedes of feoffement made by the said W. unto the said W. Jf. but also all such dedes etc. as the said W. Jf. etc. shal befoze that time have received by the delivrie of the said W. his heires or assignes. (M) And that then & from thenceforth after such default of payment made as is aforesaid, the said W. Jf. & his heires, and all and every other person & persons and their heires, having, claiming or pretending to have any right, title, vse, interest or demande, of, in, or to the said manor and other the premisses etc. or any parcell thereof, in, by or from the said W. Jf. shall at all & every time or times, when and as often as they or any of them shalbe therunto reasonably required by the said W. W. etc. within the time & space etc. next after such default of payment, as is aforesaid, do or suffer, and cause to be done & suffered all and every such reasonable act and aces, thing and thinges in the law for the perfect assurance of the said manors & other the premisses with thappurtenances unto the said W. W. his heires and assignes to their onely vse with warrantie onely against the said W. Jf. and his heires, as shalbe

shalbe reasonable devised &c. at the costs and charges in the law of the said T. & A. his heires and assignes. In witnesse whereof &c.

Sect. 279. ¶ A sale of a messuage vpon condition.

(A) This Indenture made &c. betwene T. J. of P. Q. and A. his wife of the one partie, and P. P. of P. Q. on the other partie. Witnesseth that the said T. and A. with their owne whole consent and agreement, for the summe of xxx.li. sc. wherof the said T. knowledgeth him selfe to have had and receyved of the said P. now in hand at the sealing and delivery of these present Indentures xx.li. of which xx.li. the said T. knowledgeth himselfe fully satisfied and contented, & of the same xx.li. doth cleerly acquite and discharge the said P. his heires and executors for ever by these presentes, have given, granted &c. & by these presents do cleerly & absolutely give, grant, bargain & sell, unto the said P. & his heires for ever, all that messuage &c. and all and singuler evidences, deedes, &c. (B) To have and to hold the said messuage & other the premisses wpyth their appurtenances, to the said P. P. his heires and assignes, to the only use and behoofe of the same P. his heires and assignes for ever. (C) And the said T. J. covenanteth &c. that he the same T. and A. his wife, shall on this side the feast of &c. next comming &c. make and delivner, or cause to be made and delivnered to the onely use of the said P. and his heires for ever, a good, sure, sufficient and lawfull estate in fee simple, of and in the said messuage, wpyth all edifynges, gardens &c. with the appurtenances, bee it by fine, feoffement or other wise &c. Neuerthelesse the said P. covenanteth and granteth by these presentes, for him, his heires and executors, to and wpyth the sayd T. his heires, executors and assignes, that if the said T. his heires, executors or assignes, shall truly content and pay, or cause to be contented and paid to the said P. his executors or assignes xx. li. &c. in forme following &c. at the feast of &c.



That then and from thencefoorth this present bargaine and sale of the said mesuage & other the premisses shalbe clerely frustrate, boide and of none effect. And that then also he the said *J.* his heires oz assigns within viij. daies next after the full payment of the said xx. li. in forme aforesaid to be paid, shall assure &c. oz cause to be assured &c. to the said *M.* and his heires, to the onely vse of the same *M.* and his heires for ever, all such estate, &c. of and in the said mesuage and other the premisses, with all and singular deedes &c. which he the said *J.* before that time shall have had oz receyved of the said *M.* his executors &c. The same mesuage and all other the premisses then being clerely discharged of all troubles, charges, and incumbrances, had, made oz done by the said *J.* his heires oz assigns. (D) And if it shall fortune the said *M.* his executors oz assigns, to make default of payment of the said xx. li. in forme aforesaid; to be paid, oz any part thereof: When the said *M.* covenanteth and graunteth for him, his &c. by these presentes, that the sayd bargaine and sale of the said mesuage and other the premisses, shall stand and remaine in full strength and effect for ever. And then the said *J.* covenanteth and granteth for him, his heires and executors by these presents, truely to content and pay, oz cause to be contented and paid to the said *M.* his executors oz assigns, x. li. residue of the said xxx. li. within one Moneth next after default of payment to be made of the sayd xx. li. oz any part thereof, in forme aforesaid to be paid for the full and clere purchase of the said mesuage and other the premisses. And it is further covenanted, graunted and agreed betwene the said parties by these presents, that the said *M.* his heires nor executors, shall not at any time hereafter bargaine, sell, alienate, oz other wise put alway the said mesuage oz other the premisses, oz any part thereof, to any person oz persons but onelie to the said *J.* his heires and assigns: The same *J.* his heires and assigns, paying to the said *M.* his heires, executors oz assigns, for the purchase of the said mesu-

messuage and other the premises, as much money at such dayes, and in as briefe time as any other person or persons will giue and pay for the same, without fraude or collusion. In witnes whereof &c.

Sect 280. *A Mortgage of landes.*

(A) **T**His Indenture made &c. Witneseth that the said A. B. in consideration &c. hath bargained &c. and by these presents doth bargain &c. vnto the said C. D. his heires &c. for ever, all that messuage &c. (B) And also all and singular the rents, reuerfions, and other yearly profits whatsoever reserved by and vpon whatsoever leases, gifts, or grants, had, made, or graunted, of the premises or any part thereof, which said messuage or tenement, parcelles of land and other the premises aboue mentioned to be bargained and solde &c. (C) And also the saide J. B. for the consideration aforesaid hath bargained &c. and by these presents doth bargain &c. vnto the saide C. D. all his estate, right, title, interest, possession, reuerfion, remainder, claime and demaund to, of, and in the said messuage or tenement two parcelles and premises with the appurtenances aboue mentioned to be bargained and solde, together with al deeds &c. And also the said A. B. for him, his heires, executors, and administrators doth couenant &c. (D) And except one rescript, obligation, or statute of the staple, wherein the said A. B. standeth bound to one E. S. in the summe of ii. C. xl. l. of &c. & also except one recognizance wherein the said A. B. standeth bound to A. W. in the summe of &c. (E) And that the said C. D. his heires &c. by force of these present Indentures of bargain and sale, and of other the premises hereafter to be had and made, shall & may peaceably and quietly haue, hold &c. the said messuage &c. and euery partell thereof, to the only proper vse of the said C. D. his heires &c. for ever, without any claime, let, trouble &c. of the said A. B. his heires &c. or any of them, and without any lawfull claime, let, trouble, title, recovery or interruption of any other person or persons whatsoever. (F) Pro-  
vided

vided alwayes, and neuerthelesse the said C. D. is contented and pleased, and for him, his heires executors, &c. covenanteth and granteth, to, and with the said A. B. his heires, executors, administrators, and assignes by these presents: that if the said A. B. his heires, executors, administrators, or assignes, do wel and truly content and pay &c. that then and from thencefoorth, as well all conueyances and assurances made by and from the saide A. B. and R. P. and al bands, obligations, estatutes and recognisances wherein and whereby the said A. B. and R. P. are by any meanes bounden to the said C. D. as also these presents, and all assurances hereafter to be made and passed by vertue hereof, shall be utterly boide, frustrate, and of none effect, to all intents and purposes in the law. And that then also the saide C. D. his executors, administrators, or assignes, shall and will well and truly deliuer or cause to be deliuered to the saide A. B. his heires, executors or assignes all the said conueyances and assurances vncancelled, and al the said bands, obligations, estatutes and recognisances, and also the one part of these presents to be cancelled. (G) And the said A. B. &c. covenanteth &c. that if default be made, of, or in the paymēt of y<sup>e</sup> said summe of C. marks in part or in al, at the day and place aforesaid contrary to the forme aforesaid appointed: That then as well the saide conueyances, bandes, obligations, estatutes and recognisances, as also these presents Indētures and the bargain and sale afoze made of the said messuage and premisses &c. shall stand, remaine, and abide in full strength & vertue, and shalbe good, effectuell, & auailable in the lawe to the said C. D. his heires &c. anie thing aboue saide &c. In witnesse whereof &c.

Sect' 281. ¶ A Mortgage vpon condition.

(A) **T**His Indenture made &c. witnesseth, that the said J. C. for &c. to be well and truly paide by the saide Earle his heires, executors, administrators, or assignes, to the saide J. C. his executors, or assignes, in such maner and forme as hereafter in these presents shall be expressed and

men-

mentioned, hath bargained and solde, and by these presents both fully & clearly bargaine al the said manor &c. (B) *Pro*vided alwaies & the saide *C.* for himself: &c. both covenant &c. that if he the saide *C.* his heires, executors, administrators, or assignes, shall and doe not well and truly content and pay, or cause to be well and truly contented and paid to the said *J. C.* his executors, administrators, or assignes, the summe of &c. (C) Or if the saide *C.* do sel, or cut down any wood, pull downe any, or let down any buildings, or do any manner of wilfull waste, in, or upon the premises or any part thereof at any time befoze the full ende and expiration of vii. whole yeares next comming after the date hereof, or if the saide *J. C.* his heires, executors, or assignes, shall or doe well and truly content and pay, or cause to be well and truly contented and paid to the saide *C.* his heires or assignes the summe of &c. at any time within the space of the said seven whole yeares next ensuing and following the date of these presents. (D) That then, and from thenceforth it shal and may be lawfull, to, and for the said *J. C.* his heires, and assignes into all the said manor of &c. and other the premises, heretofore in these presents bargained and solde, and everie parte and parcell thereof to recntre, and the same to haue againe, and thereof utterly to amone, expell, and put forth the saide *C.* his heires, executors, and assignes, and every of them. (E) And also that after anie want, default, or lacke of payment of anie of the said payments of any of the said summes of money to be paid by the saide *C.* his heires, executors, administrators, or assignes to the said *J. C.* his executors, administrators, or assignes, in maner and forme aboue mentioned or expessed, or any manner of wilful waste to be done or suffered to be done by the saide *C.* his heires, executors, administrators, or assignes, in, and upon the premises, or any parte thereof, or the true payment of the summe of &c. to be paid by the saide *J. C.* his heires, administrators, or assignes, to the saide *C.* his heires, administrators, or assignes,



in manner and forme aboue mentioned and expressede:  
 this present bargaine and sale and all and euery acte, dede,  
 and thing hereafter by any meanes to be had, made, done,  
 or suffered at any time befoze the ende and the expiration  
 of vii. yeares next comming after the date hereof, for, or  
 concerning the saide manour &c. (F) And that then also  
 the said Earle his heires and assignes, and euery other per-  
 son and persons shall stand and be possessed and seized of,  
 and in the said manour of *W.* and all other the premisses  
 in these presents bargained and solde, to, and for the onelie  
 vse and behoefe of the saide J. C. his heires and assignes for  
 euer, and to, and for none other vse or vles: this present bar-  
 gaine and sale, or any acte, dede, or thing hereafter to bee  
 done, made, or suffered at any time befoze the full ende and  
 determination of the said vii. yeares next ensuing after the  
 date of these presents to the contrarie thereof in any wise  
 notwithstanding. (G) And also if the said E. his heires,  
 executors, administratours, or assignes shall not or doe  
 not well and truely pay, or cause to be well and truely con-  
 tented and paide to the saide J. C. his heires, executors, ad-  
 ministrators, or assignes the saide summe of &c. of lawfull  
 money of England, in maner and forme aboue mentioned  
 or expressede, or do, or shall commit any maner of waste, in,  
 or vpon the premisses befoze the full end & terme of vii. yeres  
 next following the date hereof. (H) Or if the saide J. C.  
 his heires, executors, administrators, or assignes, shall, or  
 do well and truely content and pay, or cause to be well and  
 truely contented and paide to the saide E. his heires, execu-  
 tors, administratours, or assignes, the saide summe of &c.  
 of lawfull &c. in manner and forme aboue mentioned and  
 expressede. That then the saide E. his heires, executors,  
 and assignes shall do, suffer, and acknowledge all and euery  
 such reasonable acte &c. (I) And also it is couenaunted  
 and agreed betwene the saide parties, that he the said J.  
 C. his heires, or assignes shall and may haue, holde, and  
 quietly enioy and possesse al the said manour of *W.* w<sup>th</sup>  
 the

the appurtenances and all other the pzentifles heretofore in these pzentis bargained & solde unto the said J. C. his heires and assignes from the date of these pzentis until the &c. next folowing the date hereof without any let, veration, trouble, sute, or demand had, made, or to be had, or made by the said C. his heires or assignes by the vertue and colour of this pzent bargain and sale. In witnes &c.

## ¶ Fee Farmes.

Sect<sup>r</sup> 282.*¶ A feoffment in fee ferme.*

(A) S Ciant &c. quod nos I. T. W. T. I. M. clerici G. M. & A. R. dedim<sup>9</sup>, concessimus, & hac p<sup>s</sup>enti charta nostra indentat<sup>r</sup>, ad feodi firmam dimisimus N. H. de W. vnum gardinū cum pertiñ voc<sup>r</sup> M. iaceñ in N. in com<sup>o</sup> Essex, videlicet &c. quod quidem gardinū simul cum alijs terr<sup>is</sup>, & tenementis nup<sup>h</sup> habuimus ex dono & feoffamento R. T. armigeri. Habend<sup>r</sup> & tenend<sup>r</sup> totū præd<sup>r</sup> gardinū cū suis pertiñ p<sup>o</sup>f. N. hered<sup>r</sup> & assign<sup>r</sup> suis in ppetuū, de capitalib<sup>9</sup> dñis feod<sup>r</sup> illius p<sup>o</sup> seruitia inde debita, & de iure cōsuetā, (B) Reddendo inde annuatim nobis, hered<sup>r</sup> & assign<sup>r</sup> n<sup>o</sup>ris nomine feodi firme duodecim denarios legalis monete Anglię ad festa P. & S. Michaelis arch<sup>r</sup> æquis porcionib<sup>9</sup>, & faciendo inde sectam ad curiā manerij nostri de M. in S. bis in anno, viz. ad proximam curiam ibid<sup>r</sup> tenend<sup>r</sup> post festū S. Michaelis, & ad proximā curiā ibid<sup>r</sup> tenend<sup>r</sup> post festū Paschæ, pro omnibus alijs seruitijs, cōsuetud<sup>r</sup> & demand<sup>r</sup>. (C) Et si p<sup>o</sup>d<sup>r</sup> firma retro fuerit in parte vel in toto p<sup>o</sup> quindecim dies post aliquem terminū solutionis quo solui debeat. Aut si prædict<sup>r</sup> secta nobis, heredibus & assign<sup>r</sup> nostris ad aliquam curiam in maner<sup>o</sup> nostro præd<sup>r</sup> bis in anno tenend<sup>r</sup>, vt p<sup>o</sup>-dict<sup>r</sup> est, subtracta fuerit, tunc vult & concedit præfatus N. pro se hered<sup>r</sup>, & assignatis suis p<sup>o</sup> presentes, quod bene liceat nobis præf. I. W. I. G. & heredibus & assignat<sup>r</sup> nostris, in toto gardino prædict<sup>r</sup> cum pertineñ intrare, &

& poia bona & catalla in eodem inuenta distringere, & districtiones sic captas effugare, asportare & penes se retinere, quousq; de præd' firma sic aretro existiẽ, & eius arreragijs, si q̄ fuerint, necnō de subtrac̄ secte p̄dict' nobis, hered', & assign' nostris plenā fuerit satisfactū. (D) Et si p̄d' firma aretro fuerit in parte vel in toto, per duos annos post aliquē termin' solutioniseiusd', aut si p̄d' secta nobis hered', aut assign' nostris ad aliquā curiā in manerio nostro p̄d' bis in anno tenend', vt p̄dict' est, per duos annos subtrac̄ta fuerit, tunc vult & cōcedit p̄fat' N. pro se hered' & assign' suis p̄ p̄sentes, qđ bene liceat nobis p̄fat' I. W. I. H. & A. hered' & assign' nostris in totū gardinū præd' cū p̄tīn reintrare, & illud vt in pristino statu nostro retinere & habere in perpetuum: presenti charta nostra indentata non obstante.

Sect 283.

¶ A sale of lands reseruing rent.

(A) **T**his Deede indented &c. Witnesseth, that **J. W.** **W.** have giuen &c. & by this my present deed do giue &c. to **R. W.** and **M.** his wife of **R.** one messuage or tenement with the appurtenances in &c. (B) To have and to hold all and singuler the said messuage, or tenement, barne or lathe, closes, lands, tenements, and al other þ̄ premisses, with the appurtenances to þ̄ said **R.** & **M.** and to the heires of their two bodies betwēne them lawfully begotten, and to be begotten. And for default of such issue of their two bodies betwēne them lawfully begotten, the remainder of al the said messuage, lands, and tenements and other the premisses with the appurtenances after the death of the saide **R.** and **M.** to the heires of the body of the said **M.** lawfully begotten, and to be begotten. And for default of such issue of the body of the saide **M.** lawfully begotten, the remainder of all the saide messuage, landes, tenements, and other there the premisses with the appurtenances, after the decease of the said **M.** to the right heires of the said **R. W.** for euer, p̄elding and paying therfore yearely during al and euery the said seuerall estates unto me the said **W.** my heires,

heires, and assignes for ever x. li. of lawfull English money at the feasts of S. Andrew the Apostle and S. John the Baptist by even portions, in the now dwelling house of me the said W. W. scituat &c. in R. aforesaid in a certaine streete there called &c. And if it shall happen &c. (with a clause of reentre if the rent be behinde) (C) Prouided alwaies and vpon condition following, that is to say, that if the said R. and W. or either of them or the heires of their two bodies betwene them lawfully begotten, or anie of them do well & truly pay or cause to be paid to me the said W. W. or my certaine attourney mine heires, executors, administrators, or any of them the just summe of one hundred pounds of &c. at one whole and entier payment for the said annual rent, messuage, lands, tenements, and other the premisses in any feast of the said feastes of S. Andrew the Apostle, or S. John the B. hereafter following, during the space of five whole yeares next ensuing the date hereof, together with v. li. of the said rent in the same feast of Saint Andrew the Apostle, or S. John Baptist, to be due by these presents in the said now dwelling house of the said W. W. in R. aforesaid, paying first the said annuall rent of x. li. by yeare at euery of the said feasts and termes of payment, in the which as is aforesaid it ought to be paid eche and euery yeare in maner and forme aboue in this present charter limited and expessed, according to the force, effect, and true intent of this present charter. And also giuing to the said W. W. his &c. notice and warning of the payment of the said summe of &c. in forme abovesaid to be paid x. weeks at the least befoze the payment thereof. That then immediately after the payment of the said summe of &c. in maner and forme aforesaid to be paid: the saide yearly rents of tenne poundes, and euery part thereof to cease, be determined, made voide, extinguished, and utterly aduulsated for euer by these presents, or else to stand, remaine, and be in his full strength, power, and vertue. In witnesse whereof &c.



¶ A covenant not to sell but to the vendee.

(D) **A**ND the said J. B. doth covenant &c. that he the said J. or his heirs if within one whole yeare next after the death of the said J. his mother, the said J. his heirs executors, administrators, or assignes shall not well and truly haue paid vnto the said J. his heirs, administrators or assignes the said summe of &c. And shall make or cause to be made one good, sure, sufficient, absolute and indefeasible estate or assurance in the Lawe in fee simple, of, and in all the aboue bargained tenements and premisses, and euery part thereof, with the appurtenaunces vnto the said J. S. his heirs or assignes, or to such other person or persons as the said J. his heirs or assignes shall name or appoint to his & their owne onely proper vse and behoofe for ever &c. (E) And also that neither he the saide J. B. nor his heirs at any time or times hereafter shall or will giue, grant, bargain, mortgage, sell, alien, set over, alter, discontinue or departe with any part of any the messuages, landes, tenements, and hereditaments aboue hereby mentioned to be bargained and solde, or whereof he the said J. nowe standeth & is seized to any person or persons other then onely to the said J. S. or his heirs, if the said J. or his heirs, will giue such price and prices for the same, as shall be set downe, made and appointed by T. W. A. C. R. B. and J. S. or so many of them as shall happen to be liuing, and the time of such sale and alienation to be made without the speciall licence of the said J. S. or his heirs first had & obtained in writing.

Seet 284.

¶ A bill of Sale.

(A) **B**Eit knowen vnto all men by these presents, That J. J. D. of London Gentleman in consideration of the summe of five pounds of lawfull money of Englande, to me in hand, at, and before the sealing and deliuerie hereof, by J. C. of London Draper wel and truly paid, wherof and wherewith I doe acknowledge my selfe fully satisfied and contented, haue bargained and solde, and in plaine  
and

and open Market within the citie of London, haue deliuered vnto the said J. C. one gowne of blacke Russet coloured cloth, furred thow out, and laied on with a billyment lace, and one Cloake of Sattin garded with two gardes of velvet round about. (B) To haue and to hold the said gowne and cloake befoze sold, and euery part thereof, vnto the said J. C. his executors & assignes, fræly, peaccably, and quietly, as his and their owne proper goods for euer, without any let or deniall of mee the said J. D. mine executors and assignes or any of vs, and with warranties against all people for euer by these presents. (C) Prouided alwaies that if the said J. D. mine executors or assignes, or any of vs, do well and truely pay or cause to be paid vnto the said J. C. his executors or assignes the summe of vij. poundes of lawfull monney of England, en the five and twentieth day of thys present Moneth of February here vnder witten, at, or within the now shop of the said J. C. set and being ouer agaynst the Marchant Taylozs hall in London without delay: that then the sale aforesaid to be void and of none effect, or els to stand and abyde in full strength and virtus. Sealed wpyth my scale &c. Given the x. day of Feb. in the &c.

¶ Pawnes & Gages.

Sect 285. ¶ *A gift of goodes vpon condition to find necessities &c.*

(A) **O**Mnibus Christi fidelibus ad quos hoc præsens scriptum peruenerit, T. I. Clericus salutem in domino sempiternam. Sciatis me præf. T. pro certis bonis considerationibus me specialitè mouent, dedisse, concessisse, & hoc præsentì scripto meo confirmasse A. G. de ciuitate N. omnia bona & catalla mea mobilia & immobilia, viua & mortua cuiuscūq; generis seu speciei, & in quorūcunq; mānib<sup>9</sup> seu in quibuscunq; locis existunt, necnon totum ius meum, titulū, ac ius terminorū annorum quorūcunq;. Habend' & tenend' omnia

AA j

prædict

prædict bona & catalla mea, vbicunq; inuent fuerint, ac cætera præmissa, præfat A. G. & assignat suis in perpetuum. Ita viz. quod nec ego præd' T. I. nec execut vel administrat mei, nec aliquis alius nomine meo, seu nomine eorum, aliquid iur proprietat vel clamei, de aut in præd' bonis & catallis ac cæteris præmissis, nec in aliqua inde parcella de cætero exigere, clamare, vel vendicare poterimus nec debemus quouis modo in futur, sed ab omni actione iuris, clamei, & demand' inde in futur habend' seu vendicanda penitus sumus exclusi in perpetuum per presentes, sub conditione sequent, viz. (NB) Si prædictus A. G. execut vel assignat sui inuenient seu inueniri facient tam mihi præd' T. I. quam cuidam M. P. vidue matri mei prædict T. I. sufficient & competent vict & vestit hospitalé, & cubiliam, ac omnia & singula alia nobis & nostru cuilibet necessaria, tam in egritudine quam in sanitate durant vita natural' tam mei dicti T. I. quam dictæ M. P. & nostrorum vtriusque diutius viuent, necnon soluat seu solui faciat omnia huiusmodi debita mea nominat & specificat in quadam scedula huic præsentis scripto meo annex: Quod tunc præsens donatio bonorum & catallorum prædictorum firma sit & stabilis, ad proprium vsum prædicti A. G. & assignatorum suorum in perpetuum, alioquin frustra sit ac pro nulla habeatur. In cuius rei &c.

Sect. 286. ¶ A gage of Plate and goodes &c.

(A) **T**His Indenture made &c. Witnesseth that the said R. for the summe of £c. hath bargained, sold, gyven and graunted, and in open Market of the Citie of B. hath deliuered, and by these presentes doth fully and clarely bargain, sell, give and graunt unto the said E. P. his executors &c. all these parcels of Plate and other implements hereunder specified, viz. one boule of Silver all white, one dozen of silver spoones with knoppes, one little Salt of silver all white, conteyning all together xxix. ounces and halfe an ounce, one yellow chest bound with vy. broad barres

barres of Iron, one other chest covered with black leather, and plated with plates of white plate, and all and singuler such peeces and parcels of of woollen and linnen cloth, and pewter, as bine remaining & closed within the said chests, or either of them, together with one couclet of Tapestry worke, one blanket of linsie wolse, and two fetherbeds, and two bolsters stuffed with leathers. (B) To haue & to hold the said siluer boule, siluer salt, and the said dozen of siluer spoones, together with all and singuler the said implements & stufte, & all the premisses and euery part and parcel of the same, to the said W. M. his executors, administrators and assignes for ever. (C) And the said R. C. for him, his executors &c. doth covenant & grant by these presents, to & with the said W. M. his executors &c. that he the said R. at the time of the date hereof, was true, sole and proper owner of the said parcels of Plate, & all and singuler other the premisses & euery part and parcell of the same, and then had full power and good, iust, lawfull & perfect right, title & interest to bargain, sell, giue, grant and deliuer, all and singuler the premisses, & euery part & parcel thereof in forme aforesaid. (D) Provided alwaies and it is agreed betwene the said parties, for them, their executors, administrators & assignes, that if y<sup>e</sup> said R. C. his executors, administrators or assignes shall well and truly content & pay, or cause to be paid to the said W. M. his certain Attorney or executors, the summe of xvj. li. iiij. s. vij. d. of good and lawfull money of England, in the least day of S. Mich. tharchangeil next insuing after the date hereof: That then this present bargain, sale, gift, and grant of all the premisses, & euery parcell thereof, to be utterly frustrate, void and of none effect. (E) And that then also the said parcels of plate, & all other the premisses shalbe by the said W. his executors &c. redeliuered to the said R. his executors, administrators &c. at the mansion house of the said W. within the Citie of P. aforesaid: Any thing before recited to the contrarie in any wise notwithstanding. In witnesse whereof &c.



Sect. 287.

¶ A gage of Plate.

(A) **T**His Indenture made &c. betwene **W. P.** and **T.** **P.** witnesseth that the said **T.** being possessed of a Cuppe with a couer of siluer parcel gilt, waping **x.** ounces and halfe a quarterne of Troy weight, Item a plaine pēce of siluer parcel gilt with a starre on the bottome weying **xij.** ounces thre quarters of the same weight, and two great goblets **xc.** hath bargained, sold and deliuered all the said plate of Goldsmithes worke, the day and yere aboue rehearsed, within the citie of London, in plaine and open Market to the said **W. P.** for the summe of fiftie poundes sterling, whereof the said **T.** knowledgeth himselte fully contented and paid, by these presentes. (B) Neuerthelesse the said **W.** willeth and granteth by these presentes: That if the said **T.** well and and truely content and pay, or cause to be contented & paid vnto the said **W.** his executors or assignes within the said Citie of London fiftie pound sterling in the feast of Christmas next comming, after the date of these presentes, without further delay: That then the said **W.** shal deliuer or cause to be deliuered to the said **T.** his executors or assignes (so making payment of the foresaid **l. li.**) all the said plate of Goldsmithes worke, and euery part and parcel of the same, the sale and bargaine aforesaid notwithstanding. And if default be made of, or in payment of the said **l. li.** in part or in all, at the day and place afoze mentioned: That then the said **T.** willeth and granteth, and him and his executors byndeth by these presents, for to warrant all the said plate, and the sale and bargaine of the same to the said **W.** his executors and assignes, against all persons for euermore. In witness &c.

Sect. 288.

¶ A gage of a Chaine of Golde.

(A) **H**Ec Indentura fact' &c. inter **R. W.** & **B. M.** &c. testatur quod prædictus **R.** vendidit **B.** quādam Catenam auream cum vna cruce aurea sculpt', cum vno crucifixo ponder' in toto quinque vnc' appreciat' ad centum libras &c. Prædictus tamen **B.** vult & concedit pro

pro se & executoribus suis per presentes, quod si prædictus R. soluat, seu solui faciat præfato B. aut suo certo attornato, seu executoribus suis septimo die mensis Iulij proximo futuro post datum præsentium &c. quod tunc prædictus B. deliberabit seu deliberari faciet præfato R. aut suo certo attornato prædictæ cathenam cum cruce prædicta, absq; impetitione vel contradictione aliqua. In cuius rei testimonium &c.

## ¶ Leases.

Sect. 289.     ¶ A Lease for yeres of a mesuage  
by a Corporation.

(A) **T**His Indenture made the xxv. day of Aprill, in the xxxij. yere of ac. betwene W. P. citizen and goldsmith of London, Master of the guild or fraternitie of saint P. founded within the Parish Church of saint P. R. A. and R. C. citizens and Merchant Taylors of London, Wardens of the said guild or fraternitie on the one party, and R. S. of London Esquire on the other party, Witnesseth that the said Masters & Wardens for them and their successors, with the assent, will, and consent of all the brethren and sisters of the said fraternitie or guild, haue granted, demised, and to ferme letten to the said R. S. by these presents, all that their mesuage or tenement and gardeine thereunto adioynning, with sellers, sollers, and all other appurtenances thereunto belonging, called A. B. sett and being in Fleetstreete in the said Parish of saint P. that is to wit, betwene the tenement pertayning to the Deane and Canons of the Kinges Chappell of S. within the palace in W. now in the holding of J. C. on the East part, and a tenement pertayning to the said fraternitie now in the tenure of T. A. on the West part, and the gardens pertayning to the craft or Mysterie of Goldsmithes of London on the South part, and the tenements pertayning to

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the said fraternitie, wherein J. D. warchandler, and J. J. gent now dwell on the South part. (B) To haue and to hold the said mesuage or tenement and other the premisses aboue letten with thappurtenances to the said R. S. his executors or assigns, from the feast of Thannunciation of our blessed Lady the Virgin last past befoze the date hereof, vnto the end & terme of xxx. yeres then next insuing, and fully to be complete. (C) Yelding and paying theretofore yerely during the said terme to the said Master and Wardens and to their successors or assigns iiii. li. of good and lawfull money of England at sower termes of the yere, that is to say, at the feast of the Nativite of S. John Bap. Mich. tharch. angell, the Nativite of our Lord God, & thannunciation of our Ladie the virgin by even portions. (D) And if it happen the said yerely rent of iiii. li. to be behind and unpaid in part or in all by the space of one Moneth next after any of the said feastes of payment, at the which it ought to bee paid: That then it shalbe lawfull to the sayd Master and Wardens & their successors, into the said mesuage or tenements and other the premisses aboue letten with thappurtenances, and euery parcell thereof to enter and distraine, & the distresses so there taken, lawfully to beare, lead, drine, and carrie away, and the same to withhold and keepe vntil they of the said yerely rent, and euery parcell thereof wyth the arrerages of the same (if any be) vnto them be fully contented, satisfied and paid. (E) And the said R. S. for him, his executors & assigns couenanteth and granteth to and with the said Master & Wardens and their successors by these presents, that he the same R. S. his executors and assigns, at his & their proper costes and charges, the said mesuage or tenement, and other the premisses aboue letten with thappurtenances, wyth the panements and wydraughtes of the same, in and by all things well and sufficiently shall repaire, sustaine, maintain, scower and cleanse as often as neede shall require during the said terme, and the same so repaired, scowred and cleansed, with all glasse wyndowes,

bowes, yron, bowes, lockes and keyes, (as it is thereof and therewith now fully furnished and garnished) at the end of the same terme shall yeld vp and leaue. (F) And it shalbe lawfull to the said Master and Wardens and their successors, at all times during the said terme at their libertie and pleasure, to come and to enter into the said mesuage or tenement, and other the premises aboue letten with the appurtenances, and euery parcel thereof, there to view & search what reparations shalbe needeful to be made and done: and vpon such view and search had, the said R. S. for him, his executors & assignes couenanteth and granteth to and with the sayd Master and Wardens & their successors by these presents, that the same R. his executors and assignes at his and their proper costes and charges, shall during the said terme within one quarter of a yere next after monition & knowledge to him or them given by the sayd Master and Wardens, or their successors, well and sufficiently from time to time repaire and amend, all such defaults and lacke of reparations, as there shall happen to be found. (H) And that the same R. his executors and assignes during the said terme, shall peaceably and quietly permyt and suffer the said W. W. and all other tenants of the said fraternitie dwelling there about, to haue, vse, and enioy all such lightes, penthouses, and other easements as now be and appertaine to their seuerall tenementes or mansions, wythout any stopping, darkening, cympanyng, breakeing, hurtyng, or dimynishing, and wythout let, interruption or disturbance or of the same R. his executors or assignes, or of any other person or persons by hys or theyr commaundement or procurement. (I) And it shall not bee lawfull to the said R. hys executors nor assignes, to bargaine, graunt, alien, let or sett his lease, interest, or terme, of and in the sayd mesuage and other the premises aboue letten, or any parcell thereof, to any person or persons during the said terme, but onlie at will from yere to yere, wythout the consent and agrement



of the said Master and Wardens or their successors, first had and obtained in writing under the common seal of the said fraternitie. (K) And the said Master and Wardens for them and their successors, couchant and graunt to and with the said R. S. his executors and assignes by these presents, that the same Master and Wardens and their successors at their proper costes and charges shall beare and pay all maner quite rentes, if any such be due or to be due, and going out of and for the sayd mesuage or tenements & other the premisses aboue letten during the said terme, & thereof shal acquite, discharge & saue harmeles the said R. S. his &c. In witnesse whereof to the one part of this Indenture remaining with the said Master & wardens & their successors, the said R. S. hath put his scale: and to the other part of the same Indenture remaining with the same R. the said Master & Wardens haue put their common seal of the said fraternitie. Given the day and yere aboue witten.

Sect. 290.

¶ A lease for yeres of a house.

(A) **T**His Indenture &c. betwene sir W. D. knight, and Dame A. his wife on the one partie, and R. S. on the other partie. Witnesseth that the same sir W. & Dame A. his wife, the day of the making hereof haue demised, be- taken &c. to the said R. al their mesuage or tenement, with all shops sellers &c. to the same belonging, set, lying or being in &c. which was lately in the tenure & occupation of J. C. & wherein the said R. now inhabiteth. (B) To haue & to hold the foresaid mesuage or tenement, with all shops, sellers &c. & other the premisses with thappurtenances to the said R. to his executors &c. in as large & ample maner & forme in every thing, as the foresaid J. C. the same lately held & occupied, from the feast of S Mich. the arch. last past before the date hereof, unto the end & terme of xx. yeres from thence next insuing, & fully to be complete & ended. (C) Yelding and paying therfore yerely during the said terme to sir W. & Dame Anne his wife, or to either of them, their heires or assignes, iij. li. of good &c. at fower termes of the yere,

in

in the citie of London vsuall, by even portions. (D) And if it shall happen the said yerely rent of  $\text{xx}$ . to be behind vnpaid in part or in all  $\text{xx}$ . that then it shall be lawfull for  $\text{xx}$ . to enter and to distraine  $\text{xx}$ . In witnes &c.

Sect' 291. A Lease for yeares with exceptions.

(A) **T**His Indenture &c. between T. I. &c. witnesseth that the said  $\text{W. J.}$  for  $\text{xx}$ . hath demised  $\text{xx}$ . al those his messuages, lands, and tenements, medowes, pastures, and seedings, as well copihold as freehold, lping, and being  $\text{xx}$ . except, and alwayes reserved to the said  $\text{W. J.}$  one close  $\text{xx}$ . and also all maner of wood and timber now growing or hereafter to grow, in and vpon the said premisses, or anie part thereof, together with free egress & regress to and for the said  $\text{W. J.}$  his executors, assigns, seruants, & workemen, to and from the said premisses, as wel with horses & cartes as other wise, as well for the felling, making, & carrying away of wood & timber, as also for the repayring and amending of the edifyinges belonging to the premisses. (B) To haue and to holde as much of the said lands and tenements and other the premisses as be freehold (except before excepted) to the said  $\text{J. B.}$  his executors and assigns, from the feast of  $\text{xx}$ . next  $\text{xx}$ . for and during the tearme of  $\text{xxi}$ . yeares, from thence next ensuing, and fully to be compleate and ended. And to haue and to holde as much of the said premisses as be copihold, or customary tenure, to the said  $\text{J. B.}$  his  $\text{xx}$ . from yeare to yeare, as the same copy hold may be letten without forfeiture, and not otherwise. (C) Yeelding and paying for all and singuler the premisses (except before excepted) to the said  $\text{W. J.}$  his executors or assigns  $\text{x. l. xx}$ . at the feasts of  $\text{xx}$ . or within  $\text{xxi}$ . dayes immediatly next after any of the said feasts by even portions yerely, & euery yere during the said terme. (D) And the saide  $\text{J. B.}$  covenanteth  $\text{xx}$ . that he the said  $\text{J.}$  his  $\text{xx}$ . shal yearely & euery yeare during al the said terme, find, or cause to be found one sufficient Thatcher & his seruiter with sufficient meate, drinke, and

and wages thre dayes in the yere at convenient times, for the repaying and amending of the edifyings of the saide premises, the said W. J. finding straw & al other things necessary for the same iij. dayes worke, & euery of them from time to time during al the said terme. (E) And further that he the said J. D. his executors, or assigns at the end of y<sup>e</sup> said terme of xvi. yerres, shall leaue all the fences, hedges, & gates belonging to the premises, well & sufficiētly made & repaired, the same J. his executors or assigns taking in and vpon the premises, sufficient thornes & other convenient fencing stuffe, as wel for the making & repairing of the saide fences, hedges & gates from time to time during al the said terme, As also for the leauing of the fences, hedges, & gates, well & sufficiētly made & repaired as is aforesaid, at the end of his terme, by the assignement & appointment of the said W. J. his executors or assigns. (F) Prouided alway, that it shall be lawfull to the said J. D. his executors or assigns, from time to time during all the said terme, to take in & vpon the premises without any assignement as is aforesaid, thornes and other fencing stuffe for the stopping of a gappe, and the repaying of the said fences & hedges, so that the same fencing and stopping do not exced aboue a rodde at one time: Any thing hertofore in these presents mentioned to the contrary in any wise notwithstanding &c. (G) And the saide J. couenanteth &c. that it shall be lawfull to & for the said W. J. his executors, assigns, seruants & worke folkes to enter, come, and go into & from the grounds belonging to the said premises for the felling, making, and carrying away of all such wood & timber as the said W. J. his executors, assigns, and seruants shall from time to time fell and make during al the said terme, without let, or interruption of the saide J. D. his executors, or assigns. (H) And that he the same J. his executors or assigns shall not at any time during y<sup>e</sup> said terme, harry, or breake vp the holmestall belonging to the premises or any parcell thereof, or the iij. acres at the end of the said holmestall or any parcel therof, nor any parte

or parcell of the close lying at C. bridge parcell of the demised premises, without his consent & agreement of the said T. J. his executors or assigns. (I) And that the mucke or dung that shall be made by his horses or neat in the time of their standing in, shall be bestowed yearly in and upon the arable land belonging to the premises. (K) And furthermore, that he the said J. his executors & assigns, shall & may eite and sow any of the said arable land belonging to the said premises (except before excepted) ij. years together, during the said terme & not above, and after that let the same land lie one yeare for sommer ley. (L) And the said J. P. covenanteth &c. that he the same J. P. his executors and assigns shall wel and sufficiently pasture and feede within the premises, to, & for the saide T. J. his executors or assigns one gelding and one milch cow yerely, and euery yeare during the said terme. (M) And also shall freely giue and deliver to the said T. J. his executors or assigns, two good and able swine hogs, wel & able fatted at the costes & charges of his said J. P. his executors or assigns. And also the one halfe of a Boze good & able in like case fatted, & redy dressed at the feast of the Nativitie &c. yearly & euery yeare during all the said terme of &c. And also shall yearly &c. well and able fat in and upon the premises, to and for the vse of the said T. J. his executors or assigns one bullocke being of reasonable age to be killed, and yearly deliver the same to the said T. J. his &c. within the site of the premises at the feast of &c. during all the said terme. In witnes &c.

Sec. 292. ¶ A lease for yeares reseruing barley.

(A) **T**His Indenture &c. between R. T. of &c. and W. A. of &c. Witnesseth, that the saide R. hath demised &c. unto the saide W. A. xxv. acres of land lying and being in C. aforesaid in severall pces now in the occupation of the same W. his executors or assigns. (B) To have and to hold &c. (C) Yeelding and delivering therefore unto the saide R. T. his executors and assigns at the late mansion house of the said R. P. &c. betwene the feast of all Saints, which

*John Broughton is my uncle and witness*



which shall be in the yere of our Lorde God 1592. and the feast of the Purification of our Lady then next 4c. xx. quarters of barlie of good measure, and good stufte and marchable, wel clenfed and by a lawfull bushel to be measured for the first yeaeres sarne oz rent of the same tearme. And betwene the feasts of all Saints and the Purification of our Lady then nexte and immediately ensuing xx. quarters of barley of like cozne and like measure at the place aforesaide for the second and last yeres sarne of the same terme. (D) And if it happen the saide yeaerly rent 4c. to be behind and vndeliuered, that then, and so often it shal and may be lawfull 4c. to enter and there to distraine 4c. (E) And the said W. A. couenanteth 4c. to permit and suffer the said R. his 4c. farmers of the fouldcourse of C. to haue such shackle by on the demised premisses with their sheepe at seasonable & conuenient times to be accounted from Mic. till the Annunciation of our Lady yeaerly as heretofore they haue lawfully used within the said towne. (F) And the said R. for him 4c. couenateth 4c. that he the said R. his executors 4c. shal from time to time during the said terme, acquite, discharge, and saue harmelesse the said W. A. his executors 4c. and also the demised premisses of all maner of outrents, taskes, subsidies, tithes, tenths, farms, and charges, that shall be issuing, going out, oz payable, for the saide demised premisses oz any part thereof, except the yerely rent aboue reserved. (G) And further the saide R. couenanteth 4c. that it shal & may be lawfull vnto the same W. A. his executors 4c. by vertue hercof, to haue, hold, occupy, and enioy the saide demised premisses, for the yeaerly rent oz sarne aboue reserved peaceably and quietly without any lawfull let, 4c. during the said terme 4c. And that he the said W. A. wil sufficiently make oz cause to be made a true and perfect terroz oz boundarie of enery seuerall parcell of 4c. how the same do lie seuerally, butt, and bound, and deliuer the same to the said R. or his heires in the now dwelling house 4c. before y feast 4c. next ensuing 4c. In witnes &c.

Sect' 293. ¶ A Lease for yeares of a messuage  
and landes.

(A) **T**His Indenture &c. Betweene Sir J. B. of &c.  
and C. D. &c. witnesseth, that J. B. for, and in con-  
sideration of &c. hath demised, granted, and to ferme letten,  
and by these presents demiseth, granteth, & to ferme letteth  
vnto the saide C. D. all that messuage or tenement called  
C. and one croft called K. and thirtie acres of lande there-  
vnto belonging, lying in L. &c. (B) To haue, holde, &c.  
al the said messuage, tenements, and premisses, with al and  
singuler their appurtenances to the said C. D. his &c. from  
the day of the date of these presents, vnto the end and terme  
of & for during al the terme of one and twenty yeres thence  
next and immediatly ensuing fully to be compleate and en-  
ded dishonourable and without impeachment, of, or for any  
maner of strepe, spoile, destruction, or wast of woods, what-  
soeuer. (C) Yeelding and paying therefore yearelie du-  
ring the said terme to the said J. B. his heires and assignes  
the summe of twentie shillings of lawfull money of Eng-  
land, at the feasts of Saint M. and the Annunciation of the  
blessed virgine Marie, by even portions to bee payde. (D)  
And yeelding and doing sute at the Court of the said J. B.  
his heires and assignes, to be holden at the mannor of A.  
in the Countie of B. twisse euerie yeare during the saide  
terme vpon reasonable summons, and in default of euerie  
such sute to be hereafter made, yeelding and paying to the  
saide J. B. his heires and assignes for the first default fourre  
pence, the second default sixe pence, the third time twelue  
pence, and so for euerie such default to be made after the a-  
foresaid third default to be made during the said terme two  
shillings. (E) And also yeelding and paying vnto the said  
J. B. his heires and assignes at the feast of the natiuitie of  
our Lord God, which shal be in euerie third yere of the said  
terme of xxi. yeres xx. shillings, for, and in respect of a fine  
and herriot, and for & in discharge of all other their duties,  
seruices,

seruices, fines, herriots, and demaundes other then such as beene before in this present Indenture reserved. (F) And if it happen the said yearely rent of  $\text{xx}$ . or the summe of  $\text{xx}$ . shillings reserved for and in respect of a fine and herriot, as is aforesaid, or the said money for lute of Court, or anie part or parcell thereof to be behind vnpaide after any of the said feasts before by these presents limited and mentioned in which the same ought to be paid, being lawfully demanded at the now mansion house of the premises: that then, and from thencefoorth it shal be lawfull, to, and for the said J. B. his heires, executors, administrators, or assignes, into the premises & demised tenements to enter & distraine, and the distresse or distresses there found, to take, leade, to drue, carry away, and impound, and the same with him or them to detaine and keepe, vntill they shall be satisfied and paide of the said rents, fines, and summes aforesaid so happening to be behinde and vnpaide, together with the arrerages thereof, if any such shall happen to be. (G) And the said J. B. for himselfe his heires, executors, administrators & assignes covenanteth and granteth to and with the said C. D. his heires, executors, administrators & assignes, that he the said J. B. at the enscaling and deliuey hereof standeth, and is sole, onely, & rightly seized of the said tenements and premises of an estate of inheritance in fee simple, or in fee taile generall with the reuersion or remainder thereof to his owne heires for euer in his owne right, and to his owne vse without any manner of condition or other limitation of vse which may alter, change, destroy, or discontinue the same or any part thereof, by good, perfect, and sufficient conueyance and assurance in the law, and that he the said J. B. at the enscaling and deliuerie hereof hath good, full, and perfect power, and lawfull authoritie to demise, graunt, assure, and conuey the said messuage, tenements and other the premises vnto the said C. D. his heires, executors, administrators, and assignes, according

ding to the effect and true meaning of these presents. (H) And that the said J. B. his heires, executors, administrators, and assignes, shall, and will, at all times hereafter, during all the said terme of one and twentie yeares, acquite, and discharge, and saue harmelesse, as well the said G. B. his heires, executors, administrators, and assignes, and all other occupiers of the premises, as all the said tenements, and premises, and euery part thereof, of and from all former bargaines, sales, leases, dowres, iointers, rentes, seruices, rent charges, arrerages of rentes, and all other charges and incumbrances whatsoeuer, other then the rents, seruices and summes of money in these present Indentures before reserved and mentioned. (I) And that the said G. B. his heires, executors, administrators, and assignes, and euery of them shall and may at all times hereafter, and from time to time, during the said terme of one and twentie yeares haue, holde, occupie, and enioy, all and singular the said messuages, lands, tenements, and other the said demised premises, and euery parte and parcel thereof with the appurtenances according to the tenor, effect, and true meaning of these presentes. And that the same be & remaine during the said terme without any manner of lawfull let, interruption, sute, beration, impediment, euiction, or trouble of the said J. B. or of any person or persons, by his or their commaundement, procurement, assent, consent, occasion, or agreement, or lawfullie clayming, or which shall or may hereafter lawfully claime from, by, or vnder the said J. B. or his title, &c. In witnes whereof the parties aforesaide to these present Indentures haue set their hands and seales, the day and yere first aboue written.

Sect' 294. A Lease of Lordships by a Deane  
and Cannons.

(A) This Indenture &c. Betwene J. B. doctor of <sup>h</sup> civil  
law, Deane of the College &c. And the Canons of  
the



the same Colledge on the one party, and A.D. &c. on the other party, witnesseth, that the saide Deane and Canons by their whole and mutuall assent, &c. haue demised, graunted, and to ferme letten vnto the saide A. their mansion or dwelling place of their mannour or Lordship of T. aforesaid in the said countie of B. lately called the Priorie of T. with all the site and circuite of the same mansion, barnes, stables, and all houses, buildings, yards, closes, orchards, gardenes, ponds, and stews, contained within the same site or circuite, together with the demeane landes, leases, meadowes, and pastures, with all & singuler the appurtenances to the said mansion or dwelling place, manor or Lordships or to any part or parcell therof, or to any of the belonging, or in any wise appertaining, and also all and singuler their lands, tenements, medowes, leases, pastures, commons, fishings, with al other easements, profits & commodities, & al other their hereditaments, whatsoeuer they be, set, lying and being within the towne and fields of T. aforesaid. And also all those their two milles called &c. with all & singuler their appurtenances, profits, and commodities, & with all other their messuages, landes, tenements, medowes, pastures, commons, easements, profits & commodities, with all & singuler rents, reuerfions, remainders, & seruices of all the tenants, aswell freeholders as tenants for yerres or from yeare to yeare, copholders, tenants at will or otherwise, set, lying, or being, to be perceiued or taken wythin the townes, parishes, or fieldes of S. Nicholas B. &c. latelie belonging and appertaining to the saide late Priorie of T. aforesaid, with all & singuler their appurtenances & all that their manour or Lordship of T. with all the demeanes of the same, and all and singuler their other messuages &c. and other hereditaments whatsoeuer they be, set, lying, or being in T. aforesaide, and all and singuler reuerfions, remainders and seruices of all the tenants, as well of all the freeholders, tenants for yeares, or from yeere to yeare, as copholders, and tenants at will to the said mannour or

oꝛ Lordship of **T.** belonging oꝛ appertayning, oꝛ which be in any wise to be perceined, receiued, and taken out of any lands, tenements, medowes, leasures, pastures, oꝛ other hereditaments whatsoeuer they be, set, lying and being in **C.** aforesaid. And also of all maner of such glebe landes and tenements, tythes, oblations, frutes, profiten, and commodities whatsoeuer they be to the Churches and Parsonages of **B. C.** and **L.** oꝛ to any of them now belonging, oꝛ in any wise appertayning, oꝛ which at any time heretofore haue of right appertained oꝛ belonged to them, oꝛ to any of them, and also all and singular pensions and portions in **L. W.** &c. with all rightes, profits, casualties & commodities, as well spirituall as tempozall: together with all woodes, vnderwoodes, warrens and other liberties whatsoeuer they be, to the said manors oꝛ Lordships of **T.** oꝛ **C.** oꝛ to either of them belonging, oꝛ in any wise appertaining, oꝛ that be set, lying oꝛ being in the townes and fieldes of **T.** and **C.** &c. aforesaid, oꝛ in oꝛ vpon any of the premises: Excepted and alwaies reserved vnto the said Deane and Canons & to their successors, all such rents & frutes, pensions and portions, which be contained in a scedule indented thereof made, and to this Indenture annexed, amounting to the perely value of **xx. li.** sterling. And also excepted and reserved vnto the said Deane &c. all and singular felons goods, relieves, wardes, marriages, escheates, hartots, aduowsons, and patronages of Churches, in any wise to the said Lordships belonging. (B) To haue, hold, occupie and peaceably to possesse and enioy the said scite, manors oꝛ Lordships, and all and singular the premises with their appurtenances (except before excepted) vnto the said **A. D.** to his executors and assignes, from the feast of Saint **M.** tharchangel next and immediatly following the date hereof, vnto the end & terme of **50.** yerres thence next insuing, and fully to be complete and ended, in as ample and large maner and forme, & as much soꝛ his commoditie & profit, as cuer any being **D.** oꝛ of **T.** aforesaid, oꝛ any other farmer, occupier,

or possessor of the same, have at any time heretofore occupied, possessed or enjoyed the premises or any part or parcel thereof. (C) Yielding and paying therefore. verely unto the said Deane and Canons, and to their successors lxxx. li. of good and lawfull money of England, at two termes of the yere: that is to say, at the feast of the Annunciation of our blessed Ladie, and saint Michaell tharchangell by even portions. (D) And the said A. covenanteth and granteth ec. that he the said A. his executors or assignes, shall at his or their proper costes and charges, well and sufficiently re-  
 paire, sustaine and upholde the said manor place; and all other houses, barnes, and stables. And all manner of tenements, buildinges, and edifications of tenements now builded, or hereafter to be builded to the said manor of W. and C. or to either of them belonging or appertaining during the said terme. And also shall well and sufficiently keepe, scolyze and repaire all manner of hedges, ditches and muddes, of, and in the said landes of the said manors, and other the premises during the said terme, and so being wel and sufficiently repaired, in the end of the said terme shall leave and yeld up. (E) And the said Deane and Canons covenanten and granten for them and their successors, to and with the said A. his executors and assignes, to beare and maintaine all manner of reparations of Chauncels of all such Churches as belong to any of the said manors, or that now be, or that hereafter shalbe scituate, edified or builded in any of the said towres, villages, or hamlets before mentioned, or upon any of the said landes, tenements, or other the premises. (F) And also to discharge the said A. D. his executors and assignes of all such thinges as are due by reason of a composition made betwene the late Prior of W. and the Parochians of ec. bearing date the tenth of Januarie, Anno Do. 1550. as in the same composition more plainly is declared. (G) And also the said A. covenanteth and granteth for him, his executors and assignes,

to and with the said Deane &c. to acquite and discharge the said Deane &c. of and for all maner of quite rents and other charges whatsoeuer they be, due or accustomed to be payd out of the said manors or Lordships, or out of either of them or other the premises, or any parcell thereof, to our Soueraigne Ladie the Quene the chiefe Lord of the fee or fees, or to any other person or persons whatsoeuer they be during the said terme, having their commencement, beginning and being before the date of these presents, the Tenth or Tenths out of any of the premises due unto our soueraigne Lady the Q. onely excepted, which the said Deane and Canons and their successors shall beare and pay. (H) And moreover the said Deane &c. by these presents do licence and authorize the said A. and also both covenant and grant unto him, his executors or assigns, that he the said A. his executors or assigns, by his or their sufficient deputie or deputies, shall keepe the Courtes and Rotes within the said manors and Lordships, or within either of them in the name of the said Deane &c. when and as often as it shall seme good unto the said A. his executors or assigns without fee or other allowance demanding for the same, during the said terme. (I) And also the said A. covenanteth and granteth &c. to lewie, gather and receive to the use of the said Deane and Canons, and their successors, all such rentes as be excepted and reserved out of this Indenture, and mentioned in the said Schedule indented, herunto annexed, at such time as they shalbe by the law recovered, or by any other way or means sufficiently or lawfully tryed and proved against the said tenants or deteynors and withholders of the said rentes and duties to bee payable unto the said Deane and Canons, if the said A. D. may obtayne or get any of the said rentes and duties, without coses and charges in the law to bee had or made by the said A. for the same, and for the collection thereof to demand no fee or other allowance whatsoeuer, of the said Deane and Canons



upon his accompt thereof to be made before the Auditors of the said Deane and Canons and their successors during the said terme. (K) Also the said A. covenanteth &c. to make payment, at and within the said Colledge of the said perely rent of lxxx. li. equally at the terms of payment before specified, to the handes of the Treasorer of the said colledge, at his owne proper costes and charges without allowance, taking for the same, during the said terme. (L) And the said Deane and Canons for them and their successors do covenant & grant by these presents, that the acquittance made, sealed, and signed by the Treasurers of the said Colledge, or by either of them to the said A. or his executors or his assigns for the payment of the same perely rent or any part or parcel thereof, in maner and forme before mentioned, shalbe a good, sure, and sufficient warrant and discharge unto the said A. his executors & assigns, and to his or their deputie or deputies for the payment thereof. (M) And if it happen that the said perely rent of lxxx. li. to be behind unpaid in part or in all, after any feast of payment before specified by the space of x. weekes: That then it shalbe lawfull to the said Deane &c. into the said manors and Lordships, and into all and singuler the premisses with their appurtenances to enter and to distraine, and the distresse there so taken, to drive, lead, and carrie away, and them to withhold and keepe untill the said perely rent and every part thereof with the charges thereof (if any be) be unto the said Deane &c. fully satisfied, contented, and paid. (N) And if it happen the said perely rent of lxxx. li. to be behynd unpaid in part or in all, after any of those feastes of payments before mentioned by the space of three Monethes, and lawfully asked or demanded; at, or in the said manor house of A. aforesaid; and no sufficient distresse can there be found upon the said tenements and premisses, for the same rent so behinde: That then and at all times after it shall be lawfull unto the said Deane and Canons and their successors, into all and singuler the premisses, and their appurtenances,

tenances, and into every parcel thereof to reënter, and them to haue againe and repollesse, as in their former estate. And the said A. his executors and assignes from thenceforth vnterly to expell and amoue for euermore: This Indenture or any thing therein contained to the contrarie in any wise notwithstanding. (O) And the said Deane and Canons couenanten and granten for them and their successors, to and with the said A. his executors and assignes, that if the said A. his executors and assignes shall happen at any time hereafter to be euicted or deposed of any of the premises, or any part or parcell thereof with couine or fraud on the part of the said A. his executors or assignes: that then the said rent of lxxx. li. sterling shalbe apporcioned and diminished accordingly, and after such rate and porcion as the quantitie and value of the said lands and tenements, rents, hereditaments and other duties, parcell of the premises so euicted or taken from the possession or occupation of the said A. his executors or assignes, shall amount and aryse vnto. And that it shalbe lawfull vnto the said A. his executors or assignes, to default so much of his rent at euery of the said payments: This Indenture &c. notwithstanding. (P) Also furthermore the said Deane and Canons couenanten and granten for them &c. to do, cause, and suffer to be done, all and singular such thing and thinges, act and actes, as shalbe at any time or times hereafter deuised or aduised by the counsell learned of the said D. his executors or assignes, by what wayes or meanes soeuer it be, for the further assurance and full perfect suertie of all and singular the premises, and euery part or parcell thereof, if this graunt and lease be not lawfull, perfect, and sufficient to be had and made vnto the said A. D. his executors and assignes for all the whole terme and interest aboue specified, or for any part or parcell thereof in maner and forme aforesayd, vpon conuenient notyes and request thereof giuen and made vnto the said Deane and Canons, or to any of their successors by the said A.

his executors or assignes, at the costes in the law of the said A. his executors and assignes. (Q) And the sayd A. covenanteth &c. to find house, lodging, meat, stable, hay and prouender for the horses of the said Deane and Canons or other comming with him or them in progresse, once in the yeere by the space of two dayes and two nightes, the said Deane and Canons and their successors paying reasonably for onely meat and drinke so prouyded during the terme aforesaid. (R) And further the said A. covenanteth &c. that he, his executors and assignes, shall at the end and terme of euery xij. yerres (during the said terme) deliuer or cause to be deliuered vnto the said Deane &c. the Court rols well and truly ingrossed in parchment, at his and their costes and charges of such Courtes as shalbe kept in the said manors of T. and C. during any of the said xij. yerres, and also at the end of euery such xij. yerres he the said A. his executors or assignes, shall as nere as they can, deliuer or cause to be deliuered to the said Deane &c. in maner before rehearsed, a true terro: or boundarie of all the landes and tenements, rentes and seruiccs being parcell or in any wise appertayning to the said manors. (S) And the sayd Deane and Canons covenanten &c. that they shall deliuer or cause to be deliuered vnto the said A. &c. at such time as they shalbe therunto required, one or two of their most true terro: or boundaries, whereby the said A. his executors or assignes may the better come to knowledge of all the sayd landes, tenements, rents and seruiccs appertayning to the said manors. (T) And the said Deane and Canons and their successors, all the said manors and Lordships, and all other the premisses before letten, with all and singuler their appurtenances (except before excepted) vnto the said A. his executors or assignes for the said yerely rent, in maner and forme before declared, against all people shall warrant and defend during the said terme by these presents. (V) And also where the said A. standeth bounden vnto the said Dean and Canons and their successors by his dede Obligato:ie bearing

bearing date w<sup>th</sup> these presents, in the summe of one C. li. Sterling, the said Deane and Canons covenanten<sup>t</sup> ec. that if the said A. his executors, administrators or assignes do well and truely obserue, performe, fulfill and keepe all and singuler such covenantes, graunts, promises, articles and agréments comprised in this Indenture, which on the part and behalfe of the said A. his executors, administrators and assignes ought to be obserued, performed, fulfilled and kept: That then the said dæde obligato<sup>r</sup>e to be voyd and of none effect, or els to stand in his full strength and virtue. (X) And the said Deane & Canons ec. that it shalbe lawfull to the said B. his executors and assignes, to haue and to take, in, and vpon the landes befoze letten competent and sufficient firebote, cartbote, plowbote and hedgebote to be occupied and spent, in and vpon the landes and tenements aforesaid at all times during the sayd terme. In witnesse wherof to the one part of these Indentures with the said A. remayning, the said Master Deane and Canons haue set their common Scale: And to the other part of these Indentures wyth the said Master Deane and Canons remayning, the said A. hath set his Scale, Given the day and yere first aboue w<sup>rit</sup>ten.

*g* A Lease of a Brewhouse.

(Y) **T**His Indenture made &c. betwæne A. B. of London Grocer on the one partie, and C. D. of the same Brewe<sup>r</sup> on the other partie, Witnesse<sup>t</sup>h that the said A. B. hath demised, granted and to ferme letten to the aforesaid C. D. all that his Brewhouse, with all and singuler the appurtenances called N. set, lying and being in F. in the Parish of ec. betwene the tenement pertayning to our Soueraigne Lady the Quæne, now in the holding of J. K. on the East part, and a tenement pertayning ec. on the North part ec. together wyth all manner vessels and vtensiles to the said Brewhouse belonging, or in any manner wise appertayning: that is to say, two horse Milles,

B B iij      price



price r. s. two great leads, price 1c. one malsfatte, price 1c. r. barrells, price 1c. together with all maner of vessels and vtensiles containned in a certaine scedule to this present Indenture annexed. To haue and to hold 1c. (B) And the said C. D. couenanteth and granteth 1c. that he the said C. his executors and assignes, shall well, truely, and sufficiently maintaine, repaire, and sustaine the said Brew- house, vessels, and vtensiles 1c. during the sayd terme. (C) Provided alwaies, that if any of the said vessels or vtensiles shall neede during the terme aforesaid, by meanes of oloneste to be renued: That then the said A. B. his executors and assignes, shall of his and their proper costes and charges, renue all and euery such vessels or vtensiles so to be renued, as oft as neede shall require during the said terme: So that the same be not broken or destroyed by the default or negligence of the said C. or of his servants. (D) And the said Brewhouse with thappurtenances, and all other the premisses before letten vnto the aforesaid C. bys executors and assignes for the said yerely rent in maner and forme before specified, against all people shall warrant and defend, vntill the end of the said terme by these presentes. In witnesse &c.

Se<sup>t</sup> 295. ¶ *A Lease of Corne or graine by the King.*

(A) **H**Ec Indentura facta inter dominū Regem ex vna parte, & I. C. Militē ex altera parte. Testatur qd' idem dominus Rex per aduisamentū consilij curiæ augmentationis reuencionū Corone sue tradidit, concessit, & ad firmam dimisit præf. I. C. omnia illa ducenta quarteria hordei, & quadraginta quarteria frumenti boni & suauis grani, quę firmarius seu firmarij Re<sup>t</sup>orię de O. & H. in com L. pcell' possessionē nup Monaster' de N. in com Eborū, pro & nomine redditus siue annualis firme eiusdem Re<sup>t</sup>orię dicto dño regni annuatim reddere & deliberare debent seu debet. (B) Habend', gaudēd' & annuatim percipiend' hordeū & frumentū præd' præf. I. C. & assign' suis á festo sancti Marci Euangelistę vltimo præte-

præterito, vsque ad finem termini, & per terminum viginti & vnus annorum extunc proximò sequent' & plenarie cōplendof, (C) Reddēdo inde annuatim dict' domino regi heredib' & successorib' suis xl. li. xiiij. s. iiij. d'. legalis monete Angliæ, viz. pro præd' CC. quarterijs ordeï xxx. li. & pro præd' xl. quarterijs frumenti x. li. xiiij. s. iiij. d. ad festum S. Marci Euangel', & S. Katherin in hieñ vel infra vnum mensem post vtrumque festum festorum illorum ad curiā præd' per equales porciones soluendas durāte termino præd'. (D) Prouiso semper, quod si cōtigerit præd' redit' aretro fore insolutū p spatium vnus mensis post aliquē diē solutionis eiusdē superius expressū, si debito modo petatur, 'quod tunc hæc presens dimiss. vacua sit, ac pro nullo habeat, aliquo in plenti dimiss. cōtent' in contrā inde nō obstāte. In cuius rei &c.

Sect' 296. A Lease of a warren of Connies.

(A) **T**His Indenture made &c. witnesseth, that the said **W. B.** hath demised, granted &c. to the said **S. J.** and **T.** all that warren called **Blacke heath warren** in **H.** in the saide Countie, bounden as followeth, that is to saie, from a place called **West farne**, vnto a certaine close called **Hall close** &c. vnto a certaine Lodge thereupon newelie builded. And also the libertie of keeping, feeding, and killing of conies, of, and within the saide ground called **B.** as it is before in these presents limitted and bounded, and also the libertie and right which the said **W.** now hath, or of right ought to haue, to fetch home, or kill the conies straying in **H.** parke and **B.** closes, or any other grounds lying on the South side of the becke running from **West Fenne** aforesaid vnto a bridge called **Saint Mildreds bridge** within the boundes of **H.** and **B.** aforesaid. (B) To haue and to hold the said warren and lodge and al other the premisses to the said **S. J.** and **T.** their executors and assignes from the feast of **Trinity** last past before the date hereof, vntill the ende and terme of foure yeares from thence next following, and fully to be complete and ended. (C) Yeelding and paying for al and singuler

singuler the premisses to the said W. B. his executors, &c. for the said whole terme of iij. yeres, xxvij. li. of sc. in manner and fourme following, viz. at the feast of sc. four pound of sc. & at the feast of sc. in full payment of the same of the foresaid yeres and terms sc. (D) Provided alway and it is agreed betwene the said parties by these presents, that the same S. J. and T. their executors or assignes, shall not willingly suffer anie Connies to breede within anie of the grounds where the said Connies shall fortune to strale as is aforesaid, nor shall by themselves, their assignes, or servants, willingly prejudice or dammage anie man being owner or farmer of the same grounds, by breaking of the fences, or digging of his or their soile, or by any other wayes or meanes as little as may be. (E) And the said S. J. and T. covenant sc. to, and with sc. that they the said S. J. and T. their executors or assignes, shall from time to time keepe and maintaine the said Lodge in good and sufficient reparations during the said terme, and so shall leave the same well and sufficientlie repayed at the ende of the said terme. (F) And also shall leave the said Rows in the foresaid ground to them demised, whole, tenantable, and not mangled or decayed. (G) And the said S. J. and T. do further covenant and grant by these presents, as is aforesaid: that they the said S. J. and T. their executors or assignes, shall leave, in, and upon the demised premisses tenne hundred of living Connies, at the end of the said terme, wherof the one halfe to be of black game, and the other halfe of gray game, or pay and recompence unto the said W. B. his executors or assignes for every hundred of the said blacke game that shall be wanting, three and fiftie shillings and four pence, and for every hundred of gray game that shall be wanting thirtie shillings: the same to be viewed by sower indifferent men, wherof two to be chosen by the said W. B. and other two by the said S. J. And the said W. B. to be at his choice thereof. (H) And it is agreed betwene the said parties by these presents, that

if the said **W.** do make choice to take the money that shall be agreed upon in liew and recompence of so many of the said Cornies as shall be wanting after the rate aforesaide: That then the said **S. J.** and **T.** their executors or assigns shall haue day for the payment of the same money so agreed upon, untill the feast of **sc.** : any thing before in these presents mentioned or contained to the contrarie in any wise notwithstanding. (1) And it is further agreed betweene the said parties to these presents, that the said **S. J.** and **T.** their executors or assigns shall at the end of the said terme leaue all the trappes or falles now being, or which hereafter shall be made, set, or planted, in, and vpon the said demised premisses and euerie part thereof, well and sufficiently made and planted. In witness &c.

Sec<sup>r</sup> 297. A lease of fish and ponds.

(A) **T**His Indenture tripartite indented &c. between **M. W. Esquier**, on the one party, & **T. C. esquier** on the second party, & **H. W. esquier** on y<sup>e</sup> third party, witnesseth, that the said **M. W.** hath demised &c. to the said **T. C.** and **H. W.** all those his **ty.** poles, ponds, and dammes in **D.** in the countie of **D.** wherof the one is called the west damme, the other is called the colwe damme, and the third is called the East damme, and are parcel of the possessions of the late dissolved monasterie of **D.** in the said countie of **D.** all which said poles and dammes, the said **M. W.** hath of the lease and demise of our soueraigne Lady the Quene under hir graces seal of the court of Augmentatiō among other things for a certaine term yet enduring. (B) To haue & to hold the said **ty.** pools, ponds or dammes, to the said **T. C.** his heires, and assigns from the feast of **sc.** next ensuiing &c. and during all such terme and interest, as the said **M. W.** hath, in, and to the same, with free entrie, egress, and regress, to, and from the same poles throughout the pastures & closes of the said monastery at al times reasonable hereafter from time to time, during the said tearme. (C) In consideration of which lease and demise so made to the said



said T. C. and H. W. in maner & forme aforesaide the said T. C. and H. W. seuerally couenant &c. that the saide H. during the said terme, if he y<sup>e</sup> said H. do so long liue, shall haue y<sup>e</sup> thirde part of the fish that shal come, fall, rise, & growe within the said thre pcoles, at euerie such time as the saide T. C. and H. W. or any of them shall happen to let out the same thre pcoles, or anie of them. In witnesse whereof &c.

Sec<sup>t</sup> 298. A lease of certaine lands and milles, by the Queene to her subiects for xxi. yeares.

(A) **R** Egina, omnibus ad quos &c. salutem: Sciatis quod nos de aduifamēt Cancellar & vnus general' superuiforum ac atturnat' curiæ nostræ augmentation' & reuenc' coronæ nostræ in absentia T. M. Militis alterius general' superuiforum eiusdem curiæ pro fine xij. li. iij. s. vij. d. legalis &c. ad manus Thesaur' cur' præd' ad vsum nostrum pre manibus solut', Tradidimus, concess. & ad firmam dimisimus dilecto nobis A. D. omnes illas centum triginta duas acras & dimidium vnus ac' terræ prati & pastur' nostras iaceñ & existeñ in communibus campis de C. in com' nostro E. ac vnā parcellam pastur' vocat' C. ac vnū gardinū nostrum vocat' S. Necnō vnā parcellam pastur' vocat' M. ac omnes illas terras nostras iaceñ in H. infra dominium nostrum de C. in dicto com' nostro E. que quidē terr' sunt terræ dominicales manerij nostri de C. in cod' com' E. ac etiā oīa & singula vagant' & extrah. nostras annuatim prouenieñ & existeñ infra maner' de C. præd'. Necnon passagiū aquæ nostræ de D. iuxta castrum de C. prædict' cum omnib' & singulis suis ptiñ modo vel nup in seperalib' tenuit' siue occupationibus &c. Necnon oīa illa duo molend' nostra aquatica ac vnum molēdinum nostrum fullonicum cum ptiñ scituat' & existeñ infra dñiū de C. præd'. Ac omnia domos, edificia, gardinū, aquas, aquarū cufus, gurgites, piscarū piscationes, proficua, commoditates, hereditariā nostra quecunq; cum ptiñ dictis molēd' siue eorum

corū alicui quoquo modo spectant & pertiñ aut in eisdem molendiñ ante hæc dimiss. locat̃ visitat̃ seu occupat̃ existēti modo vel nuper in tenura siue occupatione &c. Quę omnia & singula premiss. sunt pcell' possessionē nostrā Ducatus nostri Ebor'. Except̃ tamen semper nobis hered' & successor̃ nostris omnino reseruat̃ omnib' bosc. & subbosc. de, in, & super premiss. crescent̃ & existēti. Habend' & tenend' prædict' terr̃, molendiñ, ac cætera premissa cum pertinentibus, except̃ p̃except̃, præfat̃ A. D. Militi execut̃ & assignatis suis à festo Sancti Michaelis Arch. proxim' futur' vsque finem, terminum, & pro termino xxi. Annorum extunc proxim' sequent̃ & plenarie cōplend'. Reddēd' annuatim nobis hered' & successoribus nostris de & pro prædict' terr̃ & ceteris premissis in seperalibus tenuis siue occupationibus prædictorum &c. vt p̃ferē existēti vi. lib. ac de & pro prædict' molendiñ & ceteris premiss. in tenura dicti &c. vt p̃ferē existēti vi. li. legalis monet̃ Angliæ, ad festum Annunciationis beatæ Mariæ virginis & Sancti Michaelis Archangeli, vel infra vnum mensem post vtrumque festum festorum illorum ad manus Balliuorum vel receptorum premissorum pro tempore existent̃ per equales portiones soluend' durant̃ termino prædict'. (C) Et prædict. A. execut̃, administrat̃, & assign' sui omnia domos & edificia premissor̃ ac omnes alias necessar̃ reparationes premissorum in omnibus, & per omnia, de tempore in tempus, toties quoties necessar̃ & opportun' fuerit, bene & sufficient̃ supportabunt, sustinebunt, & manutenebunt durāte termino prædict', ac tenementa illa & premiss. sufficient̃ reparat̃ in fine termini prædicti dimittent. (D) Et vltcrius volumus, ac per presentes concedimus præfat̃ A. D. execut̃ & assign' suis qđ bene licebit eis de tēpore in tempus capere, percipere, & habere competent̃ & sufficient̃ howsbote, & macrem ac hedgebote, fierbote, plowbote, & cartbote, de, in, & super prædict' tenemēt & premiss. crescent̃ ibid', & nō alibi annuatim expend' & occu-

occupand' durante termino p'dicto. (C) Prouiso sem-  
p quod si cōtigerit p'd' sepeales redit aut eor' alterū a-  
retro fore non solut in parte vel in toto p' spaciū v. septi-  
manar' post aliqd' festū festor' p'd' quo vt p'fertur solui de-  
beāt, si debito modo petant qd' tunc & deinceps hæc p-  
sens dimiss. & cōcess. vacua sit, ac p' nullo habeat: aliquo  
in p'sentib' in contrar' inde nō obstāte, & aliquo statuto,  
actu, ordinat', puisione, proclamatione, siue restrictione,  
in cōtrar' nō obstante. In cuius rei testim' &c. Teste R. S.  
apud Westmonaster' xxij. die Maij. Anno regni Edwar-  
disexti quinto.

Sect' 299. ¶ An Indenture where lands are letten  
out in the nature of copyholde  
being purchased.

(A) **T**His Indenture &c. Betwēne J. B. and T. B.  
witnesseth, that where the saide J. B. is seized to  
him & to his heires in fee simple, of, & in the mannor of M.  
in the said county of P. And also of certeine messuages &c.  
in M. aforesaid which y<sup>e</sup> saide J. B. lately purchased of one  
J. B. now deceased. And where also the saide J. B. at the  
special sute and desire of diuers of his tenāts of the said ma-  
nor is pleased and contented to demise &c. the said purchased  
lands to his said tenants in the maner & nature of copihold  
lands of the said manor, as nere as may be, to the intent,  
that they the same tenāts may better maintain their hous-  
holds and familie, he the same J. B. doth by these presents  
demise &c. unto the saide T. B. one messuage, and xl. acres  
of land, medow, and pasture, lying and being in M. afoze-  
said, with all and singular the appurtenances; the limittes,  
bounds, and abuttals whereof doth appeare in a scedule in-  
dented therewith annexed. (B) To haue and to holde the  
saide messuage, and xl. acres of lande, meadow, and  
pasture, with al & singular the appurtenances to the said T.  
B. his &c. until the end and terme of &c. then next following  
&c. (C) Ycelding and paying therfore yearly to the saide  
J. B.

J. B. his heires, and assigns xx. shillings of ec. at the feasts of ec. And also yearly during y<sup>e</sup> said terme by. boone days, that is to say, ij. plough days, iij. harvest days, one hay day, one wedding day in like manner and forme as the coppieholders of the same manor, doe, and have used to doe for their boone days. (D) And over this also two Hennes, yearly at the feast of the Nativite of our Lorde God. And also tenne egges at Easter yearly during this present lease. And also suyte to the Court of the said manor yearly during the said terme, as other ancient customarie tenants doe for their coppieholds of the said manor. (E) And the said W. H. for him, his heires, and assigns doth covenant, ec. to content and pay unto the said J. B. his heires, executors, administrators, and assigns, owners, & possessors of the said manor at all times, and from time to time during this present lease, at everie alienation, demise, or exchange hereafter to be made by the said W. H. his executors, administrators, or assigns, or any of them of the said estate, lease, or terme of yeares, or of any parcell thereof, or of, or in the premises letten by this present Indenture, or any parcell of the same. (F) And also at everie time and times that the said W. H. his executors, administrators, or assigns shall be possessed of the said estate, lease, or terme of yeares, or of any part or parcell thereof, or of, or in the said premises, or of any parte of the same, and all and everie other lawfull departing by any other manner of meanes from the possession of the said premises, or any parte thereof two shillings ec. for everie acre in the name of a fine, and so after that rate for everie parte and parcell of the same so to be aliened, exchanged, or departed lawfully withall by the said W. H. his heires, executors, administrators, or assigns, or any of them, at any time or times hereafter, whereof they or any of them shall be possessed during the said lease as is aforesaid. (G) Provided alwayes, that the said W. H. his executors and assigns, and everie of them shal

and



and may alien the same premisses or anie parcell thereof, from yeare to yeare, onelie, and not other wise, demise or alien the same premisses or anie parcell thereof, wythout anie fine or summe of money to be payde to the saide J. B. his heires and assignes for anie such demise, graunt, or lease, or alienation from yeare to yeare onelie as is last aforesaid. (H) And that also the saide T. H. his executors, administrators, and assignes, and euerie of them shal at all times, and from time to time yearely during this present lease do such sute to the court of the manor, as is before remembred. And also do and beare the reparations of the saide messuages taken from time to time, hauing such timber as is, or shall be growing vpon the saide premisses towards the same. (I) And ouer that, shall beare, execute, and pay all and euerie things for the saide premisses, taken by these present Indentures rateably, and in such manner and forme to all intents and purposes, as anie of the customarie tenants and copiholders of the same manor do or ought to do for their customary landes and tenements, parcell of the manor aforesaid of the like value and quantitie. (K) And the said T. for himselte &c. couenanteth &c. that the saide J. B. &c. shall and may inclose, and keepe inclosed so much of the premisses litten by these present Indentures as at this time is not inclosed, and euerie parcell thereof for all the sheepe of the saide J. B. his heires, and assignes, being owner or owners of the said manor, and of all and euerie the farmes of the saide J. B. his heires or assignes, or anie of them in all aforesaide parcell or belonging of or to the saide manor yearely, during this present lease in the sheeces time, or open time of the yeare, in as ample and large manner and forme as the saide J. B. his heires or assignes should, ought, or might to haue done, if this lease had neuer bene had ne made. (L) And if it shall fortune, that the said T. H. his executors, administrators, or assignes, or anie of them, at anie time or times hereafter during this present lease willingly and aduisedly to

to interrupt and disturbe the said J. B. &c. or any of them, or his or their sermons aforesaid, or any of them, quietly to haue, vse, take and enioy the said grounds to be inclosed for shepe in such maner and forme, as is befoze declared: That then he the said W. H. for euery such disturbance or interruption, as is aforesaid, shal forfait and lose to the said J. B. his heires or assignes, Lords and owners of the said Manor, such paines and summes of money, as bine hereafter expessed: That is to say, for the first interruption or disturbance as is aforesaid xij. d. for the second interruption or disturbance xviij. d. and for the third interruption g. s. and from thenceforth for euery disturbance or interruption twice double the paine and summe next befoze the said interruption. (M) And if it shall fortune the said W. H. his executors &c. at any time or times hereafter during thys present lease to make default of payment of the sayd yerely rent in forme befoze remembred, or of the said summe of money in the name of a fine or fines, or of the said paynes or forfeitures in manner and forme befoze declared to bee paid, or to breake any couenant or graunt befoze remembred, which on the part of the said W. H. his executors, administrators or assignes are to be perfozmed, paid or kept: that then it shalbe lawfull vnto the said J. B. his heyres and assignes owners and possessors of the said manor, to enter into all and singuler the said pzemisses letten by these present Indentures and euery parcell thereof, and there to distraine, and the distresse there taken to lead, drine, beare and carrie away, and the same to detayne and kepe, vntill the said W. &c. the sayd yerely rent shall well and truely content and pay vnto the said J. B. his heires or assignes. And the said fines, paines, forfeitures and summes of money befoze remembred, with the arrerages of the same if any shalbe, and euery parcell thereof, And also shall haue made a resonable recompence and amendes to the sayd J. B. his heires or assignes, of and for the breach of any couenant or couenants befoze remembred, and for any damage

mage by hym or them sustayned by reason of the same. (N) And also as often as the said yerely rents and termes, and the said fines, paines, forfeitures or summes of money shalbe bypaid, or of any of them, or any covenant or covenants aforesaid shalbe broken during the said terme of thre yeres. (O) Provided alwaies, that if **E. H.** his executors, administrators or assignes, shall do or willingly or negligently suffer to be done, any wast in the houses or buyldinges of the sayd mesuages demysed by these presentes, and that if the selfe same wast shalbe lawfully presented at thre of the most vsuall Courtes of the said manor to bee there holden next after the said wast done and committed, and reasonable amerciamentes and paynes therfore presented and set by the Homage of the sayd manor, and at the Courtes of the said manor, and that if the said wast be not amended and repayred within one quarter of a yere next insuyng the sayd severall Courtes before remembred, and lawfull warning thereof gyven by the Bayliffe of the said manor for the time being to the said **E. H.** his executors or assignes at the said mesuage: That then it shalbe lawfull to the said **J. B.** his heyres and assignes and euery of them to enter into the said manor, and all and singuler the pmisses demysed by these &c. and euery &c. and the same to repossele and haue agayne as in his or their &c. This present Indenture, or any thing therein conteyned to the contrarie thereof in any wise notwithstanding. In witnesse whereof &c.

Sect. 300. ¶ A Lease of a Rectorie or Parsonage  
for yeares.

(A) **T**His Indenture made &c. Betwene **E. K.** and **K.** **W.** &c. Witnesseth that the said **K. W.** &c. hath demysed, granted &c. to the sayd **E. K.** &c. all y<sup>e</sup> the church, Rectorie and Parsonage of **E.** aforesaid in the sayd Countie of **P.** and the mansion or dwelling house of the same, with all other houses, edifices and buyldinges, orchardes, gardens,

gardens, glebe landes and other meadowes, pastures, commons, woodes, coale and coalemynes, rentes, reuerfions, seruyces, tithes, fruities, profitcs, oblations, obventions, commodities, emolumentcs, porcions, annuities, franchises, casualties, wardes, mariages, reliefes, escheates, herpotes, woodes, vnder woodes, courtes, perquisites of Courts, and aduantages with thappurtenances to the sayd Church, Rectorie, or Parsonage belonging or therewith heretofore vsed, letted or occupied, and accepted or taken as part, parcell or member thereof, or of any part thereof: And thaduolwson of the Vicarage of W. aforesaid, in the occupation of &c. Except onely and reserved vnto the said R. & his assigns one chamber opening into the churchyard of W. aforesaid, and one parlour vnder the same, and sufficient rowne for one horse in the stable, and a little heyhouse parcell of the premisses, with free ingresse, egressse and regressse, to and from the same. (B) To haue and to hold all the said Church, Rectorie or Parsonage, mansion house, cotages, glebe landes and tythes, and other the demised premisses with thappurtenances (except befoze excepted) vnto the said R. his executors, administrators and assignes, from the feast of &c. vnto the full end and terme of thre yeres thence next ensuing fully to be complete and ended (if the said R. so long do lyue) and so from thre yeres to thre yeres continually during the terme of xliij. yeres next insuyng the said feast &c. of &c. if the said R. so long do lyue. (D) Yelding and paying &c. And if it happen the sayd yerely rent of tenne pound of &c. (E) And the said R. for him selfe &c. that he the said R. his executors, administrators, and assignes, and cuery of them, at his and their owne proper costes and charges shall and will at all and euery time and tymes hereafter during the sayd termes, well and sufficiently repayre, mayntaine, bpholde and keepe the Chauncell of the Parish Church of W. aforesaid, And the sayd mansion house and all other



houses now being let or buylded vpon the demysed premis-  
 ses or any part thereof (except before excepted) with all ma-  
 ner of necessarie reparations within reasonable and con-  
 uenient time after such reparations or amendement of the  
 premissses, or of any part thereof shalbe needefull, and in the  
 end of the said terme so sufficiently repaired and maintey-  
 ned to leaue the same. (F) And the said T. R. &c. that  
 he the said T. his heires, executors, administrators and  
 assignes, and euery of them, at his and their onely proper  
 costes and charges, shall and will finde and gyue vnto the  
 said R. M. and his assignes sufficient grasse and pasture  
 for one gelding, nagge or mare in such partes of the de-  
 meine landes of the manor of T. aforesayd, as hoxles or  
 geldings shall go and pasture in from the first day of March  
 vnto the feast of Saint Martine the Bishop in Wynter  
 yerely euery yere during all the said termes. (G) And  
 to giue and deliuer vnto the said R. yerely during the said  
 termes at the said mansion house of the said Parsonage,  
 two sufficient wayne loades of good Hey, and thre ruckes  
 of good Coale commonly called sea coale or stone coale. (H)  
 And that he the said T. his executors, administrators, and  
 assignes, at his and their proper costes and charges shall  
 and will make, beare and pay all maner of First fruites,  
 Tenthes, Subsidies, Fiftēnes, Anodes, pories, benecuo-  
 lences, and all maner of other charges, duities, payments,  
 fines, summes of money ordinarie and extraordinary, as  
 well for seruing of the Cure of the said Parish as other-  
 wise, which now be due, or at any time hereafter during  
 the said termes shalbe due or going out of the said Church,  
 Rectorie or Parsonage, or payable for or by reason of the  
 same to any person or persons during the sayd termes,  
 except Quarter sermons, visitations, and seruing of the  
 Cure of the said Parish. (I) And the said R. for &c. to  
 and with the sayd T. &c. that he the said T. his executors,  
 administrators and assignes, and euery of them, paying  
 the rentes and perfo:myng the conditions and covenants  
 in

In these presents expressed on their partes to be paid and performed during all the said termes (if the said R. so long do live) shall and may peaceably and quietly have, holde, occupie and enjoy all the said Church, Rectorie and Parsonage, mansion house, cottage, glebe landes, tythes, and all other the demised tenements and premises with the appurtenances (except before excepted) according to the true meaning of these presents, wythout any lawfull let, suit, trouble, eviction or expulsion of the said R. his executors or administrators, or any other person or persons lawfully having any estate or interest, of and in the said demised tenements and premises or any part thereof, by the gift or graunt of the said R. other then the said M. and W. and their assignes, of such parcels of the said premises as are unto them or either of them graunted before the making hereof. (K) And the said R. for himselfe, his executors and administrators and every of them, doth covenant &c. to and with the said M. &c. that he the said R. will not at any time during the said termes resigne, yeld up or exchange the said benefice or Rectorie, or take any other benefice with cure of soule, or be absent or nonresident from the same benefice, contrarie to the forme of the statute in that behalfe provided, or do procure, cause, or suffer to be done any other act or actes, by meanes wherof he shall lawfully be dismissed, discharged, or deprived of and from the said benefice, or whereby the profits thereof shall be lawfully sequestred, or which may or might in any wise be prejudiciall or hurtfull to the said M. R. his executors or assignes in the having and enjoying of the Parsonage and premises, or any part thereof during the said terme. (L) And the said M. &c. That all the said glebe landes belonging to the said Rectorie shalbe occupied during all the said termes so distinctly and orderly, that the same and every part thereof shall and may sufficiently be knownen to be the glebe landes of the said Rectorie, and not be confusedly plowed or myngled with other landes there, to the

disinheriting of the said **A. W.** and his successors, Par-  
sons there. (M) And the said **A. W.** covenanteth and  
granteth by these presents that he the said **A. W.** at all times  
convenient during the saide tearmes, shall and will dili-  
gently teach and informe in wytyng, reading, and the  
Latine tongue all and euerie such childe and childzen of the  
said **E.** as during the tearmes shal for that purpose repaire  
vnto him the saide **A. W.** in the parish Church of **E.** aforesaid,  
or in some other place for that purpose meete and conueni-  
ent. (N) And that he the said **A. W.** or his sufficient  
deputie or deputies shall well and duely serue the Cure of  
the said Church, and minister all the Sacraments and sa-  
cramentals to the Parishioners of the same at all times  
during the said terme as often as neede shal require: (O)  
Which sayd perelytrent of **x. pound** &c. the said **E. A. W.** co-  
venanteth and graunteth by these presentes, to and wyth  
the said **A. W.** truely to content and pay verely vnto the said  
**A. W.** at &c. at the feastes and dayes of payment aforesaid,  
or within the space of **xx. daies** next and immediatly en-  
suing the same feastes and dayes of payment, for and by  
all such time as the said **A. W.** shall continue and be Par-  
son of the said Church of **E.** &c. (P) And the said **E. A. W.**  
covenanteth and granteth to and with the said **A. W.** and  
his successors Parsons there by these presents, that he the  
same **E.** his executors and assignes, at their proper costes  
and charges during the terme, shall finde an able and suffi-  
cient Priest to serue and keepe the Cure of **E.** being a  
member or chappell of the said parsonage, to sing and say  
diuine seruice dayly, and there to minister diuine Sacra-  
ments and Sacramentals to the Parishioners there inha-  
biting during the terme aforesaid. (Q) And also it is  
agreed betwene the said partyes, that the same **E. A. W.**  
nor hys executors ne assignes, shall not sell, gyue, ne  
graunt during the said terme, any part of the wodes be-  
longing to the sayd Parsonage, ne cut downe any part  
thereof, but onely for the necessarie housebote, hedgebote,  
plow,

plowbote and firebote, to be spent onelſe, in, upon, and about the premisses. In witnesſe whereof &c.

*Self. 301.* ¶ A Lease for yeres by the Patron and Parson, confirmed by the Bishop and Chapter.

(A) **T**HIS Indenture made &c. Betwene **T. C. of T.** in the countie of **P.** Esquire, Patron of one estate of inheritance of the Rectorie or Parsonage and Parish Church of **B.** in the Countie of **P.** And **W. S. Clerke**, Parson of the same Rectorie or Parsonage and parsh Church aforesaid of thone partie, And **T. B. and R. B.** of the other partie, Witnesſeth that the sayd Patron and Parson for &c. haue demysed, graunted &c. to the said **T. B. and R. B.** &c. the Rectorie or parsonage and Parish Church of **B.** aforesayd, and all the glebe landes &c. (B) To haue and to hold the said Rectorie &c. to the said **T. B. and R. B.** their executors &c. (C) Yelding and paying therfore yerely to the sayd Parson and his successors &c. And if it fortune the said **W. S. Clerke** or any of hys successors Parsons there to be disposed hereafter to keepe hospitalitie in and upon the mansion house of the said parsonage: Then the said **T. and R. B.** for them, their executors and assignes do covenant and graunt, to and wyth the said **W. S. Clerke**, hys successors and assignes by these presentes, that upon two Monethes warning thereof to be given to the said **T. B. and R. B.** their executors and assignes, it shalbe lawfull to the said Parson and hys successors to haue and occupy the Hall, the Butterie, and the Kitchin with other houses of office expedient for hys and theyr hospitalitie, and stable rowne for two geldinges parcell of the premisses, wyth free entrie, egress and regress into and from the same, during and by all the time of hys and their hospitalitie keeping there onely and no longer: Any thing herein expresse to the contrarie not.



withstanding &c. In witness whereof &c.

### ¶ Confirmations.

Sect 302. ¶ *The Bishops confirmation of a Lease.*

A) ¶ Et nos Richardus permissione diuina Couent & Lichf. Episcopus diocef. et ordinarius ecclesiæ parochialis de B. præd', ac Rectoriæ eiusdem nostræ Couent & Lichf. Diocef. visis & diligent inspect omnibus & singulis actis, factis, gestis, concessis, conuentionibus & confirmationibus ceterisq; præmiss. articul' supraspecificat' habita primitus per nos in hac parte matura & diligenti examinatione quia comperimus eadem omnia & singula ex iustis & rationabilibus causis fuisse & esse fact' patrat' & cōcessa supranominatis T. B. & R. B. generos. ac assignatis suis ad terminum suprascriptum. (B) eadem omnia & singula prout melius aut efficacius poterimus siue valemus, auctoritate nostra Ordinari & Pontifical' ad omne nostrum officium quod exinde sequi poterit quomodo licet seu debet, pro nobis & successoribus nostris quantum in nobis est scienter & expresse ratificamus, approbamus & confirmamus per præsentis. (C) In quorum omnium & singulorum fidem & testimonium, ac in maiorem eorundem corroborationem, sigillum nostrum præsentibus apposuiimus. Dat' apud E. xxv. die mensis Martij, An. domillesimo, quingentesimo, nonagesimo, Et Regni illustrissimæ in Christo principis & dominæ nostræ Domine Elizabeth dei gratia, Angliæ, Franciæ & Hiberniæ Regine fidei defensor, ac in terra Ecclesiæ Anglicanæ & Hibernicæ supremi capitis tricesimo secundo. Ac nostrę trans. primo.

¶ *The Deanes and Chapters confirmation.*

(D) ¶ Et nos Henricus W. Decanus ecclesiæ Cathed' Lich' & Capitul' eiusdem visis & diligent examinat' & inspect litteris indentat' presentibus iam annex' vna cum

cum confirmatione domini episcopi. Contenti & Lich' in-  
per eisdem, habitiq; super eisd' deliberatione, provida  
atque matura. (C) Quia in hac parte considerand' in-  
uenimus, concessione & ad firmam dimissione rectorie  
in dictis litteris spec' rite atque provide fore fact', id-  
circo eas ac omnia & singula in eisdem contenta, quan-  
tum ad nos attinet acceptam', approbamus, & ratifica-  
mus eademq; tenore presentium auctoritate nostra ca-  
pitulari &c. xxviij. die mensis Octob'. Ann. Dom. 1590.  
Et regni illustriss. in Christo principis &c.

Sect 303. A Lease for yeares, whereuppon an *electione*  
*franchise* may be brought, which must bee deliuered  
vpon the lands leased, and commence at some daie  
before the date thereof, which some thinke to be  
without the compasse of the Statute of buying of  
titles.

**T**His Indenture &c. Betwene G. S. on the one party,  
and W. T. of the other party, witnesseth, that y<sup>e</sup> said G.  
S. hath demised &c. and by these presents doth demise &c.  
vnto the said W. T. &c. To haue and to hold &c. vnto y<sup>e</sup> saide  
W. T. his executors &c. from the feast of &c. last past before  
the date hereof, vnto the full end and terme of &c. fully to be  
complete and ended. And it is the true intent and meaning  
of these present Indentures, & of al the said parties to y<sup>e</sup> same  
that neither the said W. T. nor his executors &c. shal take a-  
ny benefit or profit of the said tenements and premises or  
any part thereof to his owne vse, by reason or vertue of this  
present grāt or demise: but only that he shal haue an estate  
as is aforesaid, & be therein bled as lessee or meanes to the  
onely intent that the estate, right, title, possession, and in-  
terest of the saide G. S. may be lawfully tried of, in, and  
to the saide tenements and premises, and recovered with  
conuenient expedition by Writ or Writtes of Eiectione  
firmæ or otherwise at the onely costs and charges of the  
saide G. S. his heires, executors, and assignes. And  
therefore it is by these presents couenanted, concluded, and  
agreed

agreed by & betwene the saide parties, & either of them for himselfe, his heires, &c. and ouerie of them doth covenant, graunt, condiscend, and agræ, to, and with the other his heires, executozs, administrators, & assigns, & euery of them by these presents in manner & forme following, that is to say, that if, and when it shall happen the saide **J. W.** his &c. executozs &c. to recover and obtaine the possession of the saide demised tenements, and premises, or of any part thereof by reason or pretence of this present demise in anie action or sute thereupon to be commenced in the name of the saide **J. W.** his executozs, administrators, or assigns, or any of them that within xx. dayes after that the saide **J. W.** or any of his executozs, administrators, or assigns, shall be lawfully and actually possessed of the saide tenements and premises, or of any part thereof by force and vertue of anie such recoverie, or of any writ of habere facias possess. or of ther executiō to be sued out vpon such recovery, this present grant & demise shal cease & be utterly frustrate, void, and of none effect to al intents & purposes. Provided also alwaies, and vpon further condition folowing, viz. that if the abouenamed **G.** his heires, &c. doe at any time hereafter pay or tender, or cause to be paide or tendered vnto the saide **J. W.** his &c. xij. d. of sc. at, or in, &c. for the saide tenements and demised premises, that then also, and thenceforth at all and euery time & times it shal, & may be lawful, to, and for the saide **G. S.** his heires &c. or any of the into al the saide demised tenements & premises, with thappurtenāces, & euery part thereof to reentre, & the same to haue againe & repofesse, as in his former estate and right, & the saide **J. W.** his executozs, &c. and euery of them thereout utterly to expel & amoue, as if this present grant or demise had neuer bin had ne made: any thing therein contained to y contrarie thereof in any wise notwithstanding. In witness &c.

*Sect 304.* Couenants and conditions which may be vsed in leases.

(A) **AND** it is agreed &c. that if it shall happen the saide houses

houses & buildings to the said scite of the said manoz belon-  
 ging, or any of them at any time hereafter during the saide  
 terme of &c. to be wasted, destroyed, or other wise decayed by  
 the kings forrein enemies, that then for al such reparations  
 & decays of y<sup>e</sup> same, the said R. L. to be cleerely acquitted &c.  
 anie covenant herein aboue rehearsed to the contrarie &c.  
 (B) And the saide R. covenanteth, that he the saide R. shall  
 inhabite and dwel in, and vpon the aforesaid manoz, lands,  
 tenements &c. or cause an able person to inhabite and dwel  
 in, & vpon the said demised manoz, tenements, and premis-  
 ses, & to occupy and manure the same during y<sup>e</sup> said tearme  
 of one and twentie yeres &c. And also, that neither the said  
 R. L. nor &c. shall at anie time during the saide terme, doe,  
 make, or cause to be made anie waste or spoile, in, or vppon  
 the premises, or any parte thereof. (C) And also, that  
 they the saide R. L. &c. and euerie of them and their heires,  
 executors &c. shall permit and suffer the saide J. A. &c. his  
 heires and assigns to keep al & euery their courts of the said  
 manoz, at, & in such places of the said mannoz, as they haue  
 heretofore vsed to haue bin kept, & to, and for al & euerie the  
 suters of the said mannoz, & euerie other person & persons y<sup>e</sup>  
 shall haue cause or occasion to come or resorte vnto the saide  
 courts, and euerie, or anie of them freely to come and goe,  
 to, and from the same, without anie let, disturbance, vena-  
 tion or interruption of the saide R. L. &c. his heires, execu-  
 tors, &c. and euerie or any of them during &c. (D) And the  
 said A. &c. doth covenant &c. that he y<sup>e</sup> said R. L. &c. shal and  
 may lawfully at all times hereafter, when, and as often as  
 neede shall require, during the continuance of this present  
 lease, cleanse and rid anie parte or parcell of the saide demi-  
 sed tenementes and premises, of, and from all manner of  
 brambles, briers, bushes, and thornes, and other shrubs, for  
 the amending & bettering of the same tenements & demised  
 premises or any part therof. (E) And y<sup>e</sup> he y<sup>e</sup> said R. L. his  
 &c. shal at al times hereafter, during the continuance of &c.  
 preferue & keep harmlesse from damage & hurt of cattell, or  
 other



other negligent spoils, all the woods and underwoods, growing in or upon it, or any part or parcell thereof &c. And that no manner of cattell at any time or times of the yeare, sauving onely after the first day of Nouember, and before the first day of Aprill, and during that time, none or ther cattell or beastes but calves and horses only shall be put or suffered to be in the same woods & underwoods or any of them &c. (F) Provided alwaies, & upon condition following viz: That if the saide A. his executors &c. within one whole yere before the end and expiration of any of the saide seuerall termes of 3. yeres shall giue or cause to be giuen to the saide B. his executors, administrators, or assigns, or any of them sufficient notice or warning to depart from the said rectorie, tithes &c. at the end of the said terme of iii. yeres, wherein the saide notice or warning shall happen so to be giuen, and also, at, or before the ende and expiration of the said three yeres, wherein the saide notice or warning shall so to time to be giuen, shall well and truly pay or cause to be contented and paid vnto the saide B. his executors, administrators, or assigns, for euery of the saide terme of one and twentie yeres, which at the time of his or their departure from the premises shall be to some, and vniuersed twentie shillings of good and lawfull money of England, at, or in &c. (G) That then this present Indenture of demise, and all graunts, and covenants therein contained to cease, and be utterly frustrate, voyde, and of none effect, and that then and thenceforth it shall and may be lawfull, to, and for the saide G. W. his executors and administrators, and euery of them into all and singular the said Rectorie &c. to reentre, and the same to haue againe and repossede as in his or their former estate: any thing therein contained to the contrary in any wise notwithstanding, (H) And that he the saide B. his executors, nor administrators, nor any of the shall nor will not at any time during the said terme assigns, let, let, or grant the said messuage or tenement & gardein with thappurtenances

or any part thereof or the occupation thereof, or of any part thereof, to any person or persons that shall inhabite, dwell, lodge, or lie therein, without the consent and licence of the said A. his heires and assignes, first had & obtained in writing vnder his or their hands and seales. And that he the said K. his executors or administrators before the feast of Saint Michaell the archangell next ensuing the date hereof, shall and will remoue and put away all such vnder-  
nantes as now be, and dwell in any part of the saide demised tenements and premises. (I) Prouided alwayes, and vpon condition following, that is to say, that if the saide K. his executors & administrators, and euery of the do not wel and truly, during the said terme pay or cause to be paid vnto the saide A. his heires, deputies, or assignes, the saide yearely rent of thre and thirtie shillings and foure pence at the feasts and times abovesaid, and well and truly obserue, fulfill, and keepe all the couenants aboue in these presents contained according vnto the true meaning hereof. That then it shall and may be lawfull to, and for the saide W. his heires and assignes, and euerie of them into the saide demised messuage or tenement, and premises, and euerie part thereof to reentre, and the same to haue againe, and repossede, as in his or their former estate: anie thing herein contained to the contrarie thereof in anie wise notwithstanding. (K) Or if the saide A. or his heire apparant shall haue occasion to vse or occupie the said manor, and tenementes with the appurtenaunces, that then if the said A. or his saide heire apparant at anie time after that foure yeares of the saide terme of one and twentie yeares shall be spent, shall give, or cause to be giuen vnto the saide K. his executors, administrators, or assignes, or anie of them one yeares warning to departe from the saide demised tenementes and premises, and at, or before the ende of the saide yeare shall pay or cause to be paid vnto the saide A. his executors, administrators, and assignes, for euerie yere of the said terme of one and twentie yeares, which at the  
end

ende of the saide yeare shall be vnspent terme poundes of god and lawfull money of England in the south Dorch of the parish Church of K. aforesaide, that then it shall and may be lawfull &c. (L) He the said A. &c. doth couenant &c. vpon reasonable request at all times needefull to assigne and deliuer, or cause to be assigned and deliuered to the saide K. &c. his executors, and assignes, within fouretene miles of the said mansion house of the said manor of B. sufficient timber trees for the repaying of the saide messuage and tenement. (M) And that &c. from time to time, and at all times hereafter shal acquite, discharge, and saue harmlesse as well the said K. his executors, administrators, &c. as also the saide manor, and other the premises afoze demised, and euerie parte and parcell threof, for, and concerning all and euerie rentes, seruices, taxes, subsidies, tithes, impositions, exactions, charges and incumbrances, whatsoeuer ordinarie or extraordinary due, or going out of the premises, or any part thereof to the Quenes highnes, hir heires, or successors, or to any other person or persons (fifteenes, when they shall happen to be due, onely excepted.) (N) And that the saide G. B. shall haue and enioy from time to time at all tymes hereafter, during the said terme to him and his executors, administrators, and assignes, in, and vpon the Dolnes, Commons, wastes, Heath, and sheepe pastures belonging to the manor of T. in the saide Countie sufficient gate, running, pasture, course, and feeding for a hundredeth sheepe, without any let, or interruption of the saide J. B. his heires, executors, and assignes, farmers and occupiers of the saide manor and premises, or of any other person or persons, by his or their consent, means, or procurement, with free libertie, ingresse, egress, and regress, into, in, and from the same groundes, wyth all the saide sheepe, at all, and euerie time and tymes conuenient. For which pasture to be had in forme aforesaid, the said G. B. couenanteth &c. by these presents to content, and pay vnto the saide J. B. his executors, yearly at the feast

least of  $\text{£} . 90$ . during the said terme for  $\text{p}$  pasture of  $\text{c}$ . to be so pastured as is aforesaid four pence  $\text{c}$ . (O) And that if the said  $\text{G} . \text{P}$ . his heires,  $\text{c}$ . and euery of them shall not quietly and peaceably haue, holde, occupie, and enioy the said tenements, and premisses, with the appurtenances, during the said terme of one and twentie yeares, according to the true meaning of these presents, that then within fortie daies after he the said  $\text{G} . \text{P}$ . his executors, or assignes shall be lawfully elected, euicted, or expelled from the said demised tenements and premisses, or any parte thereof, he the said  $\text{J} . \text{B}$ . his heires, executors, administrators, or assigns, or some of them, shall and will well and truly pay and allow, or cause to be paid & allowed vnto the said  $\text{G} . \text{P}$ . his executors, administrators, or assignes, or some of them for euery whole yeare of the said terme of one and twentie yeares, which shall bee to expyre or expend at the time of such eictment, euiction, or expulsion out of the premisses, or any part thereof  $\text{xx}$ . shillings of lawfull English money in the said mansion house of the premisses, and so much money as he may then haue for so many of the yeares of the said terme as at the same time of such euiction shall bee vnspnt as the same shall be deemed to be worth by two indifferent men, which shall be chosen by him the said  $\text{R} . \text{c}$ . his executors, administrators, or assignes, hauing respecte vnto such profite as the said  $\text{G} . \text{P}$ . might haue by reason of his said leas. (P) And the said  $\text{G} . \text{P}$ . doth covenant  $\text{c}$ . that neither hee the said  $\text{G} . \text{P}$ . his executors, administrators, nor assignes, nor any of them, shall not, nor will at any tyme during the said terme of  $\text{xxj}$ . yeares, plow, cause, nor suffer to be plowed the sayd close or any part thereof, wythout the consent of the sayd  $\text{J} . \text{B}$ . his heires or assignes first had and obtayned in wyting. (Q) And that he the said  $\text{G} . \text{P}$ . his executors, administrators and assignes, and euery of them, shall and will during the said terme, keepe, byhold and maintayne all houses, hedges and fences,



fences, in, and about the said tenements and premises, and in the end of the same terme to leaue the same tenantable, at the sight of two reasonable men; to be chosen by the said parties indifferently to view and order the same. (R) And that he the said C. D. his executors, administrators, & assigns, shall, and will yearly during the said terme, pay, or cause to be paid all such money as shall be due for the winter pasture and inlayes due, or used to be paid for the said close with the appurtenances called the Intake, and thereof acquite or saue harmelesse, or discharge the said C. D. his heires, executors, administrators, and assigns, and euerie of them. (S) And the said J. B. &c. doth covenant and grant to, and with the said C. D. &c. that it shall and may from thenceforth for ever be lawfull to, and for the said C. D. his executors and assigns of the said premises at all times hereafter, & from time to time, to haue, and take the commodities and vse of the water, at, and in a certaine pond in T. aforesaide, commonly called T. pond aswell for the watering of his and their cattell and beastes thither to be brought, driuen, or lead, which at anie tyme hereafter shall be kept, remaine, or be, in, or vpon the said tenements and premises, as also to fetch, take, and carrie the said water, at, or from the pond aforesaid to be used or occupied in anie place vpon, or about the said demised tenements and premises by anie tenant or tenants thereof, and also to haue conuenient way and free passage from the mansion house of the said tenement, to and from the said pond, for the said C. D. his executors, and assigns, to fetch, leade, and driue all, and all manner of cattell vnto the said pond, and to fetch and carrie the said water to be occupied as is aboue saide without anie lawfull let &c. In witnesse whereof &c.

Sect 305. A Lease for a yere, and so from yere to yere during the willes of the lessor and lessee.

(A) **T**His Indenture &c. witnesseth, that the said A. B. hath demised &c. to the said C. D. one messuage

suage &c. (B) To haue and to hold the said mesuage &c. to the said C. D. & his assignes for the terme of one whole yere next ensuing the date hereof, and so from yere to yere at the will and pleasure of the said A. B. and C. D. (B) Yelding to the said A. B. his heires and assignes perely euery yere, that the said C. D. or his assignes shall haue and occupie the said mesuage & premisses by virtue of this present demise t. s. of &c. at the least &c. Here may be added a clause of distresse *nomine pany*, or reentre for the rent, and such couenants as are in other leases, according to the qualitie of the estate.

Sect. 306. ¶ A Lease at the will of the lessor.

(A) T His Indenture &c. Witneseth &c. That the said A. B. hath dimised &c. one mesuage &c. To haue and to hold the said mesuage with thappurtenances to the said C. D. from the date hereof, so long as it shall please the said A. B. In witnesse &c. It is needefull to haue couenants that the lessee shall make reparations, and neither do nor permit any wast, because he is not therewith charged by law, but for voluntarie wast. *Littleton Sect. 71. and 83.*

Sect. 307. ¶ An assignement of a Lease for yerres.

(A) T His Indenture &c. Betwene C. D. &c. and E. F. &c. Witneseth that whereas A. B. by his dede Indented sufficient in the law, hath dimised, granted, and to ferme letten vnto the said C. D. one mesuage &c. (reciting the landes in the first lease) To haue and to hold to the said C. D. and his assignes, from the feast of &c. vntill the end of xxj. yerres thence next ensuing, as thereby appearoth, reseruing thereby the perely rent of &c. and with dyuerse couenants and agreements in the same Indenture contained: That now the said C. D. for &c. hath giuen, granted, assigned and set ouer to the sayd E. F. his executors, administrators and assignes the said mesuage &c. and all his estate, right, title, interest, terme of yerres and demaundes, of and in the same, and euery part thereof, together with the

DDI

said

said déede Indented. To haue and to hold the sayd mesuage, tenements and premisses and euery part thereof with the appurtenances to the said C. F. &c. during all the residue of the sayd terme &c. (B) It is requisite herein to haue couenants of thassignors part to saue thassignee harmeles of former rents, grants, and charges: That he is owner, in possession, and hath power to graunt, and that thassignee may quietly enioy &c. and to make further assurance &c. And on thassignees part to pay the former rentes, and performe the former couenants &c.

(D) The like grants may be of rents charge, common and other things which lye in grants, *Mutatis mutandis*.

## Sect' 308

## ¶ Confirmations.

(A) **Y**et now appeareth partly how euery senerall estate may be treated, wherefoze it seemeth very meete; if such estates shall happen to be defeasible, to shew how the same may be made good, which may be done by Confirmation or Release of him which hath a better or longer estate in the thing granted then the tenant thereof hath: For a Confirmation by Littletons mynde, Sect' 522. is nothing else but onely firmum facere, namely to make strong and sure such an estate as befoze the same confirmation was for some cause voidable, and yet not méerely void. Déedes of Confirmation bine made in this manner, or to this effect following: That is to say.

Sect. 309.

¶ A Confirmation in fee.

(A) **N**ouerint vniuersi per presentes me A.B. ratificasse, approbasse & confirmasse C. D. in plena & pacifica possessione & seisin sua existens, totum statum, possessionem & interesse, que habet de & in vno mesuagio cum pertinentijs in L. &c. (†) To haue and to hold the said mesuage &c. to the said C. D. his heyres & assignes for ever &c. (\*.) Or the heires of his bodie or otherwise, as his estate is which you would confirme, with

with such warrantie and couenants as be in other conueyances at the pleasure of the parties.

(.) Also in Confirmations it is not amisse in the premisses of the deede specially to recite the estate of the Tenant which must be confirmed, and also the estate of him that shall confirme, and to expresse the consideration thereof, if any such be.

*¶ A Confirmation of an annuities with a graunt of an other in allowance of Dower.*

(A) **O**Mnibus Christi &c. R. A. de E. filius & haeres R. A. defuncti &c. Sciatis qd' cum idē R. A. pater meus per scriptam suam gerens datum &c. dedisset, concessisset & confirmasset cuidam A. R. quandam annuitatem siue annualem redditum viginti librarū, exeuntē de & in toto illo campo suo vocat C. iacenti in villa de B. in comitū prædicto. Habendū, percipiendū & tenendū annuatim durante toto termī vitæ eiusdem A. ad festa &c. cum clausula distractionis pro non solutione eiusdem redditū, prout in eodem scripto inter alia plenius apparet. (B) Et cum postea idem R. A. pater meus daret in uxorem A. R. prædictā, & duraret sponsa inter eos, idem R. A. pater obijt, & prædict A. ipsam superuixit, & iam superstes in plena vitā existit, ac prædict annuali redditū gaudeat & habere debeat. (C) Noueritis ergo me præfatū R. A. filium, tam ratificasse, approbasse, & hoc præfati scripto meo confirmasse eidem Ag. A. viduæ, totum statum, titulum & interesse eiusdem, de & in prædict annual' redditū xx. librarum, quā dedisse, concessisse, & hoc præfati scripto meo confirmasse eidem A. quandam aliam annuitatem siue annualem redditū xxx. librarū exeuntē tam de & ex prædicto campo vocat C. quā de & in omnibus alijs terris & tenementis meis cum pertīn in B. præd'. Habendū, gaudendū & percipiendū tam dict annual' redditū xx. li. quā præd' annuitat siue annual' redditū xxx. li. per annum præf. R. A. & assign suis,

DD ij

durant



durante toto terminū vite natural' eiusdem R. A. ad festa &c. per equales porciones soluend' in plenam & integram allocationem & satisfactionem totius dotis & & iunctur' eiusdem Ag. de, & in omnibus & singulis terris, tenementis, & hereditariis, tam liberis quam customariis que fuer' predict' R. A. patris mei. (D) Et si contingat præd' annual' redit' xx. li. aut dictum annualem redit' xxx. li. a retro fore in parte vel in toto post aliquod festum festorum in quibus ut premittitur solui debeant, & non solut' per spacium vnus mensis, quod tunc bene licebit præfat' Ag. & assignat' suis, tam in prædict' campū vocat' C. quam in omnia & singul' terras, tenementa & cetera hereditaria mea quecunq; cū pñ in B. præd' intrare & distringere, & distractiones ibidem &c. Sciatis insuper qd' ego præfat' R. A. filius nomine seisiñ & possession' &c. In cuius rei testimonium &c.

Sect. 310. ¶ A Confirmation by the Ordinarie and Patron of the Parsons Lease.

(A) **T**O all true Christian people to whom this present writing shal come, seene, heard or read, W. J. by the grace of God Bishop of L. and Ordinarie of the Rectorie and Parsonage of S. in the Countie of ec. and R. heris inheritor, owner and patron of the sayd Rectorie and parsonage of S. send greeting ec. Know you be the said W. and P. with one assent and consent, at the special & instant desire aswel of one C. as one J. Clerke Patron of S. aforesaid, to haue seene, read, examined and perfectly vnderstand one Indenture of a lease, made by the sayd J. vnto the said C. and to his assignes of the Rectorie and Parsonage of S. aforesaid, & of all manor of tythe, corne, hay, medowes, glebe landes, leasures, pastures, tythe, hempe, flane, oblations, obventions, and of all other tythes, profits and commodities whatsoeuer they be to the said Rectorie and Parsonage belonging and appertaining in S. aforesaid p. and W. or els where within the sayd countie ec. To haue and to hold the said Rectorie and parsonage, tythes and all other the

the premises with the appurtenances to the said E. and his assigns, from the feast of ec. until the end and terme of ec. Yelding and paying therfore yerely unto the said J. and to his successors and assigns ec. at the feast ec. during all the said terme, and with divers other covenants, grants and agréments in the sayd Indenture of a lease made betwene the said E. of thone partie, and the said J. on thother partie specified and conteyned, as by the said Indenture bearing date ec. more plainly at large appeareth. (B) Which said Indenture of lease of the said Rectorie and parsonage and all other the premises with thappurtenances to the same Rectorie and parsonage belonging or appertayning, and all and every thing and thinges, covenants, graunts and agréments therein contained and specified, w<sup>ch</sup> the said J. B. and the said Patron, for his and our heires and successors by these presentes do confirme, ratifie, allow and establish. (C) To have and to hold the said Parsonage, glebe landes, tithes, oblations, obventions and all other the premises, mentioned and conteyned in the said Indenture of lease to the said T. his executors and assigns, from the said feast of ec. unto thend and terme of ec. Yelding and paying unto the said J. and to his successors and to their assigns the said yerely rent of ec. at the dayes and feastes in the said Indenture specified and contained, and all other paymentes and covenants in the said lease mentioned. In witnesse whereof ec.

### ¶ Surrenders.

Sect. 311.

¶ What a Surrender is.

(A) **A** Surrender of an Instrument of Surrender is an instrument testifying with apt wordes that the particuler tenant of landes or tenements for lyfe or yeres doth sufficiently consent and agree, that he which hath the next immediate remainder or reversion thereof shall also have the particuler estate of the same in possession, and that he yeldeth or

D D ig

gyueth

~~gives the same by unto him.~~ (B) For every Surrender  
ought to be with to give a possession of the thing surrendered,  
of which be diverse sorts as followeth.

Sect. 312. ¶ A Surrender to him in remainder.

(A) O M nibus Christi fidelibus ad quos præsens scrip-  
tum peruenerit T. R. de B. salut. Cum I. K. pater  
meus per chartam suam feoffamenti dederit & conce-  
sit mihi præfato T. vnum mesuagium cum suis pertinen-  
tijs in villa de B. prædict. scituatum inter tenementum R.  
W. ex parte Australi, & stratū Regium versus Boream.  
(B) Habend' & tenend' mihi pro termino vitæ meæ, Ita  
quod post decessum meum, præd' mesuagium cum suis  
pertinentijs H. R. fratri meo, hæred' & assignatis suis  
in perpetuum remaneret. (C) Noueritis me prædict' T.  
concessisse, & sursum reddidisse præf. H. fratri meo totū  
ius meum & statum quæ habeo pro termino vitæ meæ in  
prædicto mesuagio cum suis pertinentijs, Habendum &  
tenendum eidem H. hæredibus & assignatis suis in per-  
petuum, de capitalibus dominis feodi illius per ser-  
uitia &c.

Sect. 313. ¶ A Surrender to him in reuersion.

(A) O M nibus Christi &c. K. R. de N. vidua, salutem  
in domino sempiternam. Cum quidam I. R. de  
N. Mercer, per chartam suam feoffamentū gerent datum  
&c. dederit mihi præf. K. R. totum illud tenementū &c.  
Habend' & tenend' dictū tenētum cum suis pertinentijs  
mihi præf. K. R. pro termino vitæ meæ. Ita qd' post de-  
cessum mei ipsius K. præd' tenementum &c. præf. I. R. &  
hæred' suis reuerteret, prout per dictam chartam patet  
manifestius. (B) Noueritis me præf. K. R. concessisse,  
& sursum reddidisse, ac per præsentem concedere & sur-  
sum reddere præf. I. R. tenementum prædict' &c. ac to-  
tum ius meum & statum quæ habeo pro termino vitæ  
meæ, de & in eodem tenemento &c. Habend' & tenend'  
prædict' tenementum &c. præf. I. R. hæred' & assignatis  
suis, ad solum opus ipsius I. R. & hæredum suorum in  
perpe-

perpetuum, de capitalibus dominis feodi illius, per ser-  
uitia inde debet, & de iure consuet per presentes. In, cu-  
ius rei testimonium &c.

Sec<sup>d</sup>. 314. A Surrender vpon condition by tenant for  
life, to the end a recovery may be sued  
against him in reuerſion.

(A) **T**His Indenture made the tenth day of October, in  
the xvj. yere of the Raigne of. Betwene Sir J. F.  
and Dame J. his wife, late wife of R. Lord D. deceased on  
thone partie, And C. D. on the other partie, Witnesseth  
that tohere the said Sir J. F. and J. his wife as in the right  
of the said J. his wife do hold for terme of the life of the said  
J. his wife diuers and sundry landes, tenements and heredi-  
taments in M. F. B. and E. within the Countie of B.  
and being the late inheritance of the said R. Lord D. the  
immediate remainder or reuerſion of all and singular the  
said landes and premisses expectant to the said C. D. and to  
his heires, or to the heires of his bodie lawfully begotten  
for euer. (B) Now the said Sir J. F. and J. his wife, as  
well for the consideration in this Indenture mentioned, as  
also for the perfecting of an estate or conueyance to be had  
& made in consideration of a Marriage hereafter by Gods  
grace to be solemnized betwene C. E. and J. D. daughter  
to the said C. D. haue graunted and surrendered, and by these  
resents do graunt and surrender vnto the said C. D. & his  
heires vpon condition hereafter in this Indenture menti-  
oned, all and singular the said landes, tenements, heredi-  
taments & premisses before in this Indenture mentioned,  
and eueri part and parcel thereof, And all such other landes,  
tenements and hereditaments, as the said J. F. and J. his  
wife, as in the right of the said J. haue, or of right ought to  
haue for the terme of the life of the said J. being the late in-  
heritance of the said R. Lord D. hir late husband. And al the  
state, right, title & interest which they the said J. F. & J. his  
wife, as in the right of the said D. J. haue or of right ought  
to haue, in or to the premisses, or any part or parcel thereof.



(C) To haue and to hold the said landes, tenements and premisses, and the state, right, title and interest of the said J. J. and the said J. his wife, in and to the said landes, tenements and premisses vnto the said C. D. and his heires, (D) Vpon condition, that if the said C. D. do not well and truly content and pay, or cause to be well and truly contented and paid vnto the said J. J. and J. his wife or their assignes the summe of 1000. li. of  $\text{sc}$ . vpon the feast day of Saint M.  $\text{sc}$ . which shalbe  $\text{sc}$ . 1594. at or in the mansion house of the said J. J. at B. in the said countie of B. That then and from thenceforth this present graunt and surrender to be utterly void and of none effect. And that from & after such default of payment of the said summe of 1000. li. at the time and place aforesaid, it shalbe lawfull to and for the said J. J. and J. his wyfe and their assignes, to enter into all the said tenements & premisses, and the same to haue againe, repossesse and enioy, as in their former estate. (E) And the said C. D. doth covenant and graunt for him, his heires, executors and administrators, and currie of them, to and wpth the said J. J. and J. his wife, that he shal permit and suffer the said J. J. and J. and their assignes, to take the rentes, issues and profites of the said landes and premisses to their owne vse wpythout any accompt thereof making untill the said feast of Saint Martin  $\text{sc}$ . which shalbe  $\text{sc}$ . 1594. if the said J. the wife do so long lyue. In witnesse whereof &c.

Sect. 313. § A Surrender of ij. leases for yeares.

(A) TO all Christian people to whom this present writing shall come, R. A. and J. R. send greeting in our Lord God cuerlasting, Whereas by dede indented bearing date  $\text{sc}$ . made betwene T. W. deceased, and M. then his wife of the one partie, and the said R. A. on the other partie, the said W. did demise, graunt & to ferme let to the said R. A. their manor of H. R. with their appurtenances, lying and being in H. in the said countie of  $\text{sc}$ .

To

To haue and to holde the said manor, and other the premisses to the said R. A. his executors, &c. from the feast of Saint Michaell &c. then next ensuing, untill the ende and terme of one and twentie yeares then next &c. fully to bee complete and ended, as by the said Deede indented it dooth plainely appeare. (B) And where also by Deede indented, bearing date &c. made betwene the said W. M. and W. S. and the said R. A. &c. the said W. & W. S. did demise, grant, and to farme let vnto the said R. A. all those their woodes, underwoodes, lands &c. then lying in the possession of the said W. growing, and being within the Parish of H. M. & S. within the said Countie of K. with all profits and commodities therunto belonging, To haue and to hold the said woodes and underwoodes &c. vnto the said R. his executors, and assignes from the feast of &c. next ensuing the date of the last recited Deede indented, untill the end and terme of one and twentie yeares then next ensuing. (C) Except, and alwayes reserved vnto the said W. M. and to their heires all manner of timber trees, and trees like to proue timber trees, of what yeares or growth soeuer they were then growing, in, or vpon the premisses, as by the same Deede indented last recited it doth and may appeare &c. (D) The estate and interest of the which said R. A. in diuers landes, tenements, meadows, pastures, and feedings granted by the said first recited Deede indented, the said J. K. now hath. (E) Knowe ye now that the said R. A. and J. K. for diuers considerations them moving, haue giuen, granted, & surrendered, and by these presents do giue, grant, and surrender vnto W. M. and W. S. all their right, estate, interest and terme, and al the right, estate, and terme of either of them, that they, or either of them had, haue, or ought to haue, of, in, or to the said manor of H. K. and other the premisses demised, granted, or letten to farme by the first recited Deede indented. (F) Except alwayes, and excepted to the said R. A. his executors, administrators, and assignes, during the terme of the said last recited Deede indented,

indented, all the right, title, interest, estate, and terme, that be the said R. A. now hath, may haue, or ought to haue, in, & to the said woods, vnderwoods, and other the premisses demised vnto the said R. A. by þ last recited dede indented to be had and enioyed to the said R. A. his executors, &c. according to the tenor and fourme of the said last recited deed indented. (H) To haue and to hold the said mannor of W. &c. & other the premisses by these presents, granted, and surrendered, with their appurtenances (except before excepted) by these presents vnto the said W. M. and W. S. their heires, and assignes for euer. (I) And the said R. A. and J. R. for them, and either of them, and the executors, & administrators of euerie of them, do covenant and grant, to, and with the said W. M. and W. S. and the heires, executors, or assignes of euery of them, that the said mannor of W. and other the premisses by these presents granted and surrendered (Except before excepted) at the time of the making of of these presents, be, and shall be for euer hereafter clearly acquitted and discharged, or otherwise saued harmelesse of &c. In witnes &c.

## Releases.

Sect 316.

What a Release is.

**A** Release is an instrument whereby estates, rights, titles, entries, actions, and other things be some times extinguished, sometimes transferred, sometimes abridged, and sometimes enlarged, of which see these examples.

Sect 317. *A Release made to the tenant for terme of yeres.*

**O**Mnibus Christi fidelibus ad quos &c. Cum R. W. de O. teneat de me prefat I. vnum tenentum cum suis pertinentijs quod idem R. inhabitat, in parochia S. M. archangeli ad Pont Borealem Oxon, ex parte Australi hospicii vocat le Crowne, pro termino annoru &c. Noueritis me pf. I. remisisse, relaxasse &c. Ita quod nec ego, nec hered' mei &c. Sed ab omni actione iuris clamei &c. Dat &c. Ann. reg. regis Hen 7, decimo quarto.

Sect 318

peruenerit I. L. de Oxon salutem in Domino sempiternam. Cū C. F. de N. habuerit & perquisiuerit de me p<sup>r</sup>f. I. vnum tēntum situat & iacens in N. in parochia beate Mariæ virginis, in alto vic' seu platea, inter tenementum W. E. ex parte oriental' & tēntum P. C. ex parte occidental', cuius vnum quidem caput abbuttatur super vicum p<sup>r</sup>d' versus Austr', & alter caput abbuttatur super pomerium siue gardenum G. S. versus Boream, quod tēntum cum pertiñ idem C. modo tenet & inhabitat ibid. Habendū & tenend' eid' C. her' & assign' suis in ppetuū, prout per chartam feoffamenti per me eidem C. inde confect' cuius dat' est &c. plenius apparet. (15) Noueritis me p<sup>r</sup>d' I. remisisse, relaxasse, & omnino pro me & heredibus meis in perpetuum quietū clamasse p<sup>r</sup>æf. C. hered' & assign' suis, totum ius meū, clameū, &c. quod vnquam habui, habeo, seu quouismodo habere potero in futurū in p<sup>r</sup>æd' tēnto cū suis pert' &c. (C) Ita viz. (16) Et ego p<sup>r</sup>d' I. & her' mei p<sup>r</sup>d' tēntum cū omnib' suis pertineñ p<sup>r</sup>æfato C. heredibus & assignatis suis contra omnes gentes warrantizabimus, & in perpetuum defendemus per presentes. In cuius rei &c.

Sec<sup>a</sup> 321. *A release by the mortgagee.*

(17) Mnib' christi fidelibus ad quos p<sup>r</sup>sens &c. Noueritis me p<sup>r</sup>f. &c. p<sup>r</sup> p<sup>r</sup>sentes remisisse, relaxasse &c. R. W. de O. heredibus & assign' suis in perpetuū, totū ius meum, & clamenū q<sup>uod</sup> vnquā habui, habeo, seu quouismodo &c. in vno tenemento in O. cū suis pert' q<sup>uod</sup> nuper habui ex dono & feoffamento p<sup>r</sup>æd. R. in villa de O. p<sup>r</sup>æd' situatū in parochia s. Cedde inter tēntū H. D. ex parte boreali, & abbuttatur super viā regiam versus orientem per modum morgagij pro xx. li. sterlingorum, & quas mihi iam soluit & satisfecit, quod quidē tēntum cum suis pertiñ idem R. W. in sua plena possessione iam habet. Ita videlicet qd' nec ego, nec hered' mei &c. sed ab omni &c. In cuius &c.

Sec<sup>a</sup>



Sect 322.

*A release of all actions.*

**N**ouerint vniuersi per presentes me &c. remisisse, relaxasse, & omnino p me & her meis imperpetuum quiet clamasse I. H. de B. &c. omnes & omnimodas actiones tā reales quā personales sect querel' debet exc' transgr' & demand' quas vel quz vnquam habui, habeo seu in futur' quouismodo habere potero versus pd' I. H. ratione aut causa quacūq; ab origine mundi vsq; in diē confectionis presentium. In cuius rei &c.

Sect 323.

*A Release upon condition of lands.*

(A) **H**ec Indetura &c. inter A. B. de &c. ex vna parte & C. D. ex altera parte, Testat qd' cū pd' A. scoffauit R. de &c. de, & in tot' ill' mes. &c. voc' &c. Habed' & tenend' testat pd' cū pertiñ eidē R. her' & aff. impetnū ad opus & vsū dicti A. B. p. & dur' vita sua natur' absq; impetitione alicui' vasti, & post decess. pf. A. B. tūc ad opus & vsū pf. C. D. & her' mascul' de corpore suo legitim' pcr' & pcr. Et p defect' talis exiit de corpore pd' C. D. legitim' pcr' tūc ad opus & vsū T. W. & her' masc' &c. Et p &c. tunc &c. hered' de corpore dicti C. D. legitime procr' & procr'. Et p defectu &c. tunc &c. rectorum hered' dicti A. B. imperpetuum de capite &c. prout per quodam script' indentat' gerens dat' xxv. August. Anno xxxj) dictz dominz Reginz nunc, & irrotulat' in Cancellar' dictz dominz Reginz plene liquet. (B) Quod nunc pzfāt A. B. in consideratione C. marcai &c. p pzfāt C. ante deliberationem presentium in manu solut', remisit, relaxauit, confirmauit, & quiet' clam', & per presentes, de, & pro se & hered' suis remittit, relaxat, confirmat, & quiet' clam' pzfāt C. D. & hered' mascul' de corpore pd' C. D. iunioris legitime procr' & procr' totum ins; stat, titul', vsū, ingr', interesse, clameū, & demanda sua quecunque que vnquam habuit habet seu quouismodo in futur' habere poterit, de, & in tenementis pzed' cum ptiñ, & in qualibet inde parcella. (C) Habend', & tenend' tenementa pzedicta cum pertiñ pzfāt C. D. & hered'

red' masculis de corpore suo legitim' procr' & procr'. Et pro defectu talis exit de corpore prædicti C. D. legitime procr' tunc præfat' T. W. & hered' masc' de corpore suo legitime procr' & procr'. Et p & c. tunc heredib' de corpore dicti C. D. legitim' pcr' & pcr'. Et p & c. tunc rectis hered' dicti C. D. iunior' impepetuū spectant. (D) Ad solum opus & vsum præfat' C. D. & hered' mascul' de corpore suo legitim' pcr' & pcr'. Et pro defectu talis exit de corpore prædicti C. D. legitime pcr' tunc ad opus & vsum dicti T. W. & her' masc' de & c. Et p & c. her' de corpore dicti C. D. legit' pcr' & pcr'. Et p & c. tunc & c. rector' hered' dicti C. D. imperpetuū. Et ad nulla alia vsum intentionē siue proposit'. (E) Et prædictus A. B. concess. p se & her' suis qd ipsi prædicti tenemēta cum ptiā præfat' C. D. iuniori & her' masculis de corpore suo legitime pcr' & pcr' remanē inde præfat' T. W. & hered' masculis de corpore suo legitim' pcr' & pcr' in forma prædicti spectant cōtra omnes homines war' & imperpet' defendent p p'sentes. (F) Proviso semp qd si præfat' A. B. exec', vel adm' sui soluer' seu solui fecer' p'f. C. D. her', exec', vel adm' suis xx. marcas legal' & c. j. die & c. in nūc domo & c. Qd tūc & deinceps p'sens script' vac' erit nulliusque effect' in lege. In cuius rei & c.

Sec. 324. *A release made by the feoffees to one of them.*

(A) Omnib' Christi fidelib', ad quos p'sens script' pervenerit R. N. & S. T. salutē in Domino sempiternam. Nouer' nos prefatos N. & S. per presentes remisisse, relaxasse, & omnino pro nobis & heredibus nostris in perpetuum quietum clamasse I. S. de O. her' & assignat' suis, tot' ius nostrū & clameum q' vnquā habuimus, habemus, seu quouismodo in fut' haberi poterimus, aut aliquis nostrū habet, seu habere poter', in oībus illis terr' & tenētis q' nuper habuimus simul cū prædicti I. in villa & in tēpis de I. in com' Oxon. ex cōcess. & feoffamēt' dñi I. B. capellani, & N. D. de I. prædicti in quorum quidem terris & tenementis idem I. S. iam existit in plena possess'. Ita viz. quod nec nos præfat' & c. In cuius rei & c.

Sec<sup>t</sup> 325. ¶ *A Release according to an award.*

(A) **O**Mnibus &c. A.B. & C.D. salutem. Sciatis quod cum diuersæ lites motæ fuerunt inter nos præfat A.B. & C.D. ex parte vna, & quendam . . . ex parte altera, de & super ius, titulum, interesse & possess. omnium & singulorum mesuagiorum &c. quæ fuerunt in tenura & possessione E.F. super quæ nos præf. A.B. & C.D. ad specialem instantiam & requisitionem amicorum nostrorum compromiss. & ex vnanimi assensu nro submis. nos ipsos in arbitrium, ordinationem & iudicium quorundem E.G. & W.F. armig. tam de & super iure, & titulo dictorum mesuag. &c. quam de & super omnib<sup>9</sup> actionibus personalibus & realibus ante hæc inter nos motis & habitis super præmissis seu eorū aliquam parcelam concernent seu tangent. Sciatis nos præf. A.B. & C.D. in complement cuiusdā arbitrij, ordinationis seu iudic<sup>9</sup> prædict per præf. arbitrat ante datum præsentium ex communi assensu nostro fact, & in script indent nobis tradit prout tenemur, remisisse, relaxasse &c. *vt supra.*

Sec<sup>t</sup> 326. ¶ *A Release of Amerciaments.*

(A) **B**E it knowen vnto all men &c. That J. B. L. of &c. farmer of the profits of the Court of the manor of K. in &c. haue remised, released and quite claimed, and by these presents do remisse &c. vnto W. S. of K. in &c. all and all maner of fines, forfeitures and amerciaments assented vpon the said W. S. at any Courts, leets, or court barons of the manor of K. aforesaid, holden within the said manor at any time or times before the date hereof. In witnesse whereof &c.

Sec<sup>t</sup> 327. ¶ *A Release of the Peace.*

(A) **M**emorandum quod tertio die Nouembris, anno Regni domini nostræ Elizab. decimo tertio &c. venit coram me W.M. apud G. in com prædict, vno Iustic<sup>9</sup> dictæ dominæ Regine ad pacem conseruand<sup>9</sup> in comit prædict L.C. & pacem quam habet versus L.C. in com præd<sup>9</sup> penitus remisit & relaxauit &c. *vt supra.*

Sec<sup>t</sup>.

Sec<sup>t</sup>. 328.

¶ A Release generall.

(A) **N**Ouerint vniuersi per presentes me V. B. Militem, remisisse, relaxasse, & omnino pro me, hered', executoribus & assignatis meis imperpetuū quiet' clam T. H. & c. omnes & omnimodas actiones, transgressiones, sectas, querelas, debīt, debat', executiones & demāđ quecūq; que habeo, habui, seu quouismodo in futurum habere potero ab origine mundi vsq; datū presentium. In cuius & c.

## ¶ Acquitances.

Sec<sup>t</sup>. 329.

¶ What an Acquittance is.

(A) **A**quitances are Instruments testifying that some person is acquitted or discharged of some debt or other thing, and are made in forme following.

Sec<sup>t</sup>. 330. ¶ A quitance for the redemption of  
landes mortgaged.

(A) **B**E it knowen to all men by these presents, that J. J. L. of London Gentleman, haue receiued and had this present day at the Font stone in the Cathedrall church of S. Paul in London, betwene the howers of one & iiij. of the clocke at after none of the same day, of W. C. of S. in the county of Essex yeoman xl. li. sterling for the redemption and in full satisfaction of all & singular those lands and tenements with the appurtenances, in the parish of S. and P. in the sayd county of Essex called P. and P. conteyned and specified in a paire of Indentures of covenant, bearing date the xvj. day of January in the xxx. yere & c. made betwene the said W. C. on the one partie, & me the said J. L. on the other partie, of, for, and concerning the bargaine and sale of all and singular the said lands & tenements conditionally, as by the same Indentures thereof made more at large both appeare, Of which xl. li. in full payment & contentation as is aboue said receined, I the said J. L. acknowledge my selfe well and truly contented, satisfied and paid,

C C j

and



and thereof, and every parcel thereof I cleerely acquite and discharge the said W. C. his heires and executors by these presents. In witnes whereof &c.

Sect' 331.

*Acquittance of annuitie.*

**N**Ouerint &c. me I. K. &c. recipisse &c. de H. R. per manus I. D. firmarij manerij de R. x. li. in parte solutionis cuiusdam annuitatis xx. li. mihi ad terminū vite meæ, p dictū H. conces. percipiend' annuat' ad terminos duos, viz. ad festa N. & M. equis porcionibus, de quibus x. lib. fateor me content' & solutum, & ipsum H. hered', & executores suos inde in perpetuum esse quiet' per presentes. In cuius rei testimonium &c.

Sect' 332. An Acquittance made vpon the receipt of an exhibition granted to one of the Innes of the Court by a duke.

**T**His bill made in the &c. Witnesseth, that J. C. H. haue receiued of B. H. receiuer generall to the high and mightie prince T. D. of B. five markes sterling in full contentation and payment of my fee due to me at the feast of S. Michaell last past before the date hereof for one whole yeare: which yearely fee the said Dukes grace of his gratlous goodnes and beneuolence hath giuen and granted vnto me the said C. towards my yearly exhibition in the Innes of court. In witnesse whereof I the said C. H. haue written this bil with my own sc. or otherwise haue put to my hand &c.

Sect' 333.

An acquittance of rent by a Bailife.

20. die Iunij An. &amp;c.

**R**Eceiued of T. H. of sc. for his halfe yeares rent due to be paid at the Annunciation sc. last past for Champnes land in L. sc. in the countie of sc. the day and yeare first above writtten twentie shillings.

Sect. 334. A quittance of the farme of a Benefice.

**B**E it knowen vnto all men by these presents, that J. C. T. parson of H. in the Countie of Essex, haue receiued and had the day of making hereof, of J. L. lx. pounds sterling

ling for the halfe yeres terme of my said personage to mee due at the feast of Saint Mich. the Archangell last past before the date hereof. In witnesse whereof &c.

Sect. 335. ¶ An Acquittance by a Vicar or Parson to the Proctor.

(A) Noverint vniuersi &c. me A. B. Vicar ecclesie parochie de S. recepisse & audiuisse die confectionis presentium compositum finalem & totalem W. P. procurator vicarie mee pread', de omnibus receptis, exitibus, solutionibus, & liberationibus pread' vicar mee spectantibus, de toto tempore quo dictus W. fuit procurator meus ibidem. Ita quod computat computand', & allocat allocand' ipsum W. & executor suos de quocunq; ulteriori compoto ratione premissorum mihi reddend', vsq; in diem dat presentium acquieto, libero, & exonero per presentes, sigillo meo sigillat &c.

Sect. 336. ¶ A generall Acquittance.

(A) Noverint vniuersi &c. me T. H. remisisse, relaxasse, & omnino pro me, hered' & executoribus meis in perpetuum quiet clamasse R. M. de N. oēs & omnimodas actiones, tam reales quam personales, sectas, querelas, debita, executiones, transgressionis & demanda, quas vel que vnquam habui, habeo, seu in futurum quouismodo habere potero versus pread' R. ratione aut causa quacunq; ab origine mundi vsq; in diem confectionis presentium. In cuius rei &c.

Sect. 337. ¶ An Acquittance of Tenshes and Subsidies paid to the Collector.

(A) PRæsens scriptum testatur, quod ego Magister H. H. decimarum & subsidiorum domini Regis super omnes personas ecclesiasticas, in & per totam diocesim M. percipiend', collector, & receptor general', sufficienti auctoritate Episcopali fulcitus & legitim constitutus, recepi de Magistro G. W. rector de Bridel pro decimis & subsidijs eiusdem ecclesie sue dicto illustrissimo nostro Regi pro Anno domini 1590, &c. ad festum  
E E ij                      Natalis

Natalis domini ultimo præterito, debiſt xvij. li. xvj. s. ij. d. de quibus quidem pecunijs fateor me ad vſum dicti domini Regis ſoluſt, & ipſum, & eccleſiam ſuam prædicti penitus liberam & quietam per præſentes, manu mea ſubſcriptæ &c. Anno &c.

Sect. 338. ¶ *Acquittance made by one obliger.*

(A) **O**Mnibus Chriſti fidelibus ad quos præſens ſcriptum peruenerit I. S. ſalutem in domino ſempiternam. Cum W. P. teneatur mihi præſato F. ac cuidam H. L. in decem libris ſterlingorum, ſoluendis nobis aut vni noſtrum ad diuerſos terminos, put in quadam obligatione deſeſanc' ſuper eandem nobis inde confeſt plenius continetur. (B) Noueritis me præſat L. recipiſſe & habuiſſe die confeſtionis præſentium de præſat Wilhelmo viginti ſolidos ſterling' in parte ſolutionis prædicti decem libraſ, viz. p terminu Natal' domini proximo futuru, de quibus quidem xx. s. fateor me fore ſolutum, dictumq; W. hæred' & executores inde eſſe quieti & exonerati per præſentes. In cuius rei &c.

Sect. 339. ¶ *A generall acquittance with a Prouiſo.*

(A) **T**His Bill made &c. witneſſeth that J. H. M. &c. haue remiſed and releaſed vnto R. C. &c. all maner of actions, ſuites, debtes, accompts, recogniſances, and al and al maner of iudgements, erecutions and demandes which J. the ſame H. M. may, might, or ought to haue againſt the ſaid R. C. his heires or erecutors, for any matter or cauſe whatſoeuer, from the beginning of the world vnto the day of the date of theſe preſents. (B) Prouided that the acquittance extend not to the extinguiſhment and determination of a certaine dede obligatorie bearing date &c. made by one S. C. and the ſaid J. S. wherein the ſaid S. & J. ſtood bound vnto one J. S. B. P. A. B. and me the ſaid H. M. in the ſumme of &c. In witneſſe whereof &c.

Sect. 340. ¶ *A generall Release or acquittance, with a ſpeciall acquittance therein contained.*

(A) **T**His Bill made &c. Witneſſeth that J. K. Eſquire, haue

haue receiued the day of the making hereof of Sir W. P. Knight, and Dame W. his wife my mother executrix of the last will and testament of C. J. Esquire deceased my father, all such Jewels, plate, hangings, household stuffe, and all & euery other giftes, legacies, bequeathes, thing and thinges whatsoeuer they be to me the said W. J. in any wise due by reason of a gift or will of the sayd C. J. of the which Jewels &c. vt supra, I the said W. J. do fully and clerely by this my present bill acquite and discharge the said W. P. and Dame W. their heires &c. and euery of them. (B) And further I the same W. J. by this my present Bill do clerely remyse, release and quite claime for mee, my heires, executors and assignes to the said Sir W. P. and Dame W. and euery of them, all and all maner of actions, accompts, suites, strifes, quarrels, trespasses, debates, and all maner and euery other demand and demandes which I the said W. J. at any time heretofore might or ought to haue against the said W. P. and Dame W. or any of them, by reason of the premises. In witnesse &c.

Sect. 341. ¶ An Acquittance for money due by recognisance.

(A) THIS Bill made &c. Witnesseeth that J. W. C. haue receiued the day of the date of these presentes of K. L. the summe of &c. of good &c. in the which he the said K. L. standeth bound vnto mee in a certaine Recognisance in the Chancerie, as by the same &c. of which said summe of &c. and of euery part and parcell thereof, I the said J. do confesse my selfe well and truly contented, paid and satisfied, and thereof and of euery part and parcel thereof do by these presentes clerely acquite and discharge the sayd K. L. his heires, executors and administrators for euer. In witnesse whereof &c.

Sect. 342. ¶ An Acquittance for a Legacie.

(A) BE it knowen &c. That wee K. C. and A. my wife, daughter &c. haue receiued and had the day of the making hereof, of C. W. W. P. executors of the testament  
 CC iiij and



and last will of *W. R.* of *cl. s.* of *ec.* in full payment of *cl. s.* given and bequeathed by the sayd *W. R.* in his said Testament, of which said summe of *cl. s.* in full payment and satisfaction of all bequeastes and legacies to mee given in the said testament, wee knowlege our selues fully satisfied, contented and paid, and hereof do fully and clerely acquite the said *W.* and *W.* and either of them, their heires, executors and administrators for ever by these presents. Sealed with our seale the *x.* day of *ec.*

Sect. 343. ¶ An Acquittance of money receyued in discharge of an annuitie.

(A) BE it knowen &c. by these presents, that *J. A. C.* of the parish of Saint *M.* in the Countie of *C.* widow sole executrix of the last will and testament of *L. C.* of *S.* Martin in the countie aforesaid late my husband deceased, have receyued the day of the date hercof of *J. D.* of *C.* in the Countie of *L.* gent the summe of *cl.* pound of *ec.* for the full and clere discharge and determination of one annuitie or yerely rent of viij. li. of currant *ec.* graunted by *C. W.* unto the said *L. C.* my late husband, to be taken and perceiued out of the manor of *M.* in the said countie of *L.* as by the dede Indented thereof made, bearing date the *ec.* which said annuitie or yerely rent of viij. li. is to be determined and ertingnished vpon paiment of the summe of *cl. li.* by the said *J. D.* his heires, executors or assignes unto the said *A. C.* his heires, executors or assignes, as by the sayd dede Indented made betwene the said *L. C.* of thone partie, and the said *C. W.* of the other partie, bearing date the day and pere aforesaid more plainly it doth and may appeare, Of which said summe of *cl. li.* *J.* the said *A. C.* do acknowledge my selfe well and truely contented, satisfied and paid, and thereof and of euery part and parcell thereof do clerely acquite and discharge the said *J. D.* his heires, executors, and administrators by these presents. In witness whereof &c.

Sect. 344. ¶ An Acquittance with a couenant to  
saue harmelesse.

(A) **B**E it knowen that J. J. P. of C. in the countie of M.  
Esquire, haue receiued the day of the making hereof  
of J. P. to the vse of M. B. one stone Jugge couered and  
soted with siluer and gilded, and one glasse couered, soted  
and also ribbed wyth siluer and gilded, whereof J the said  
J. P. do bynd mee, my heires, executors, administrators  
and assignes, and eury or any of them by these presents  
clerely to acquite, exonerate and discharge the said J. P.  
his executors and administrators agaynst the said M. B.  
his heires and assignes by these presents. Sealed with my  
seale, Giuen &c.

Sect. 345. ¶ Acquittance made by an Attorney.

(A) **V**Nto all &c. A. D. sendeth græting, Know y<sup>e</sup>  
mee the said A. D. by virtue and authoritie of one  
writting or letter of Attorney made to mee by K. S. to haue  
had and receiued the day of the date hereof of C. W. &c. the  
summe &c. wherein the said C. did stand bounden to the said  
K. S. by his bill obligatorie, of which summe &c. so by mee  
receyued, I acknowledge my selfe in the name of the said  
K. truly and fully satisfied and paid, and therof and of  
eury part and parcell thereof do clerely acquite and dis-  
charge the said C. W. his heires, executors and adminis-  
trators and eury of them by these presentes. In witnesse  
whereof &c.

Sect' 346. ¶ Acquittance by the Substitute.

(A) **V**Nto all &c. K. K. græting, where K. S. and so  
recite the first letter of Attorney. And where also  
the said A. D. by virtue of the said letter of Attorney dyd  
by his writting vnder his hand and seale constitute and ap-  
point mee the said K. K. his lawfull Deputy and substitute  
to alke &c. to the vse of the said K. S. And did giue me fur-  
ther authoritie to deale for him in the premisses, as by the  
same writting made to mee by the said A. D. appeareth.

By virtue and authoritie whereof, now know ye me the  
said R. R. to haue had &c. As before.

## ¶ Partition.

Scē. 347. ¶ A Partition of landes descended.

(A) **T**His Indenture made the 1. day &c. betwene **P. W.**  
citizen of London, and Anne his wife one of the  
daughters and heires of **W. R.** late of London Mercer,  
and one of the sisters and heires of **W. R.** which was sonne  
and heire of the said **W. R.** when he lyued, on the one par-  
tie, and **J. R.** widow sister of the said Anne, another of the  
daughters and heires of the said **W. R.** and an other of the  
sisters and heires of the said **W. R.** and **S.** citizen & Mer-  
cer of London, **W. W.** draper and **J. B.** draper which  
were of late enfeoffed by the said **J.** of the moitie of a great  
tenement or messuage &c. and set lying together in the Pa-  
rish of **S. B.** to the vse of the said **J.** and her heires on the  
other partie, Witnesseth that it is couenanted, graunted,  
condiscended and agreed betwene the said parties, for a  
partition betwene them to be had and made of the inheri-  
tance of the said tenement and other the premisses in the  
said Parish, which descended to the said Anne and Johan  
in copercenarie, by and after the death of the said **R.** as  
well daughters and heires of the said **R. W.** as sisters  
and heires of the aboue named **W. R.** in maner and forme  
ensuing. (B) First it is couenanted and granted betwene  
the said parties and the said **J.** and her feoffees graunten by  
these presents, that the said **R.** and **A.** in the right of the  
saine Anne, shal haue for their part and purparty of the a-  
foresaid landes & tenements &c. thre dwelling tenements  
of the yerely value of iij. li. In one of the which said tene-  
ments **W. W.** Barbor now dwelleth and inhabiteth, con-  
tayning in it selfe xl. fote of assise of square &c. And in the  
other tenement of the thre tenements dwelleth one **M. A.**  
widow, and it containeth &c. And the thirde tenement is  
in the

in the possession of A. &c. which said three tenementes, with the parces, kitchins, chambers &c. in as ample and large manner and fourme as the said persons now dwelling haue or occupie, or they, or anie other afoze tyme haue had or occupied. The said W. and A. as in the right of the same A. shall haue and enioy to her and her heires, in full recompence and allowance of, and for her parte, and purparty, that to her belongeth or ought to belong, of all the said meases, landes, tenementes, &c. by, and after the decease of the foresaide W. and A. and either of them, as one of the daughters and heires &c. (C) And it is agreed betwene the said parties, and the said J. and her feoffes, beene content and pleased to accept and take in full recompence and allowance, of, and for the parte of the saide J. of all the meases, lands, tenementes, &c. and other the premises aboue rehearsed, to the vse of the saide J. and of her heires, one great tenement of the said three tenementes containing &c. wyth the appurtenances in as ample and large manner as W. C. Gentleman now dwelling in the same or anie other &c. (D) And it is furthermore fully agreed, couenanted, and granted betwene the said parties by these presents, that at all times convenient it shall be lawfull to either of them to enter into others part to them allotted, to doe reparations and other behoues necessaries vpon the meases, lands, and tenementes, to them severally allotted, in amending, building, or repayring, or otherwise, of, and vpon their owne partes of the said landes, tenementes &c. to them allotted and appointed by these presents. (E) And ouer that it is agreed, couenanted, and granted betwene the said parties, that all annuall rentes, and seruices due to the Lord or Lords of the see &c. shall be equally bozne betwene the said A. and J. and their heires, and assignes, inhabitants of the same tenement &c. that is to say, either of them for their part and portion afoze allotted &c. In witness &c.



Sec 348. An Indeture of Partition of lads purchased.

(A) **T**His Indenture made &c. witnesseth that wher  
as one *W. B.* and the said *W. B.* iointly purcha  
sed to them and their heires for euer, of one *W. B.* of &c.  
diuers messuages, lands, &c. with the appurtenances scitu  
ate, lying and being in *S. &c.* And where afterwards in  
the life of the said *W. B.* viz. the xvi. day of *9. &c.* full and  
perfect diuision, separation, & partition of all the said mes  
suages &c. and of all their estate in the same, was had and  
made by, and betwene the said *W. B.* & *W. B.* being both  
then present, at, in, and vpon the said messuage &c. wyth  
the appurtenances in manner and forme following, that  
is to say, That the said *W. B.* should haue and enioy to  
him and his heires for euer, quietly from the said *W. B.* and  
his heires diuided in seueraltie, and not in iointure for his  
ful and whole moitie, part, purparty, and portion of all and  
singuler the said messuages &c. and in allowance and recō  
pence thereof, one house in *S.* in the tenure &c. with thre  
doles &c. one other house &c. And that the said *W. B.* should  
haue and enioy to him and his heires for euer quietly from  
the said *W. B.* and his heires for euer diuided in seueraltie,  
and not in iointure for his full and whole moitie, part, pur  
party and portion of all and singuler the said messuages &c.  
and in full allowance, satisfaction, and recompence thereof  
one house &c. (B) Neuerthelesse, forasmuch as some  
question, variance, and contentiō hath lately risen betwē  
the said parties touching and concerning the quiet occupa  
tion of some part of the premisses: for the appealing wher  
of, and for the ertinguishment and vtter auoiding of al am  
biguities, doubts, variances, and contentions, which here  
after might chance to arise, and sure confirmation of the  
said partition so made as is aboue said. (C) And for a  
perfect and absolute partition and diuision to be made of  
such parts and portions of the said messuages &c. as yet re  
maine vndiuided (if any such be) it is couenanted, granted,  
promised, and agreed, by, and betwene the said *W. B.* and  
the

the said J. and A. their heires, executors, & administrators, and every of them by these presents in manner and forme following, that is, the said J. and A. for themselves, and the heires &c. of the said J. do covenant, grant, promise, &c. to, and with the said T. B. his heires &c. that he & said T. B. his heires & assigns, and everie of them for ever, shal, or may have, holde, and quietly enjoy from the said A. and J. and either of them, and the heires of the said J. for ever, divided in severallie, and not in jointure, for his full & whole moitie, part, purpart, and portion of al and singuler the said messuages &c. so by them the said T. B. and T. B. jointlie purchased, as is aforesaid, and in full recompence and satisfaction thereof, and of everie part thereof all and singuler the said messuages, cottages, landes, and tenements, with the appurtenances, and every part thereof abone by these presents recited, and to be allotted, appointed, or set forth for the moitie, part, purpart, and portion of the said T. B. in, and by, the said former partition, clearly acquitted, discharged, and saved harmelesse, of, and from all manner of bargaines, sales, gifts, grants, alienations, leases, mortgages, jointures, dowers, statutes, bonds, recognisances, rents, services, arrerages of rents, and services, annuities, intrusions, fines, forfeitures, issues, amerciaments, judgments, condemnations and incumbrances whatsoever, &c.

(D) And the like covenants & grants on the other side, with covenants on either party for further assurance &c.

## Partnership.

Sec<sup>d</sup>. 349. Societie or joint-occupying.

(A) **T**His Indenture &c. betweene J. T. and C. P. citizens & Haberdashers of L. on the one partie, and J. B. R. J. of the same Citie Grocers on the other party, witnesseth, that whereas at the day of the making hereof, it is accorded, covenanted, &c. between & said parties, & either of & same parties by himself, & for his owne part covenanteth, &c. himself to the other, that they & either of them shall jointly as partners occupy together, as well in buying, as selling

Indenture &c. between J. T. and C. P. citizens & Haberdashers of L. on the one partie, and J. B. R. J. of the same Citie Grocers on the other party, witnesseth, that whereas at the day of the making hereof, it is accorded, covenanted, &c. between & said parties, & either of & same parties by himself, & for his owne part covenanteth, &c. himself to the other, that they & either of them shall jointly as partners occupy together, as well in buying, as selling

selling of all maner goods, wares, & marchandises, as by partnership, alienation, exchange, & other wise, as well beyond the sea, as on this side, viz. from the day of making here of, vnto the end & terme of v. yeres then next following, & fully to be complete & ended, during which time or terme, eyther of the said parties shall be iust, faithfull & true to the other in buying & selling, and other wise, as is aforesaid. (B) And all such lucre, profit, & encrease, gaine, aduantage and winning, as shal come & grow in buying and selling, anie goods, wares, or marchandise, & other wise during the said term, shalbe equally parted & diuided betwene the said parties, viz. either of the to haue his iust & true portion, or parts of the gaines aforesaid, & at all times within the said terme when it shal please either of the said parties to giue admonition or warning to other, then either of them to make other a iust and true reckoning, and accompt of the buying and selling of all manner wares, goods, marchandises, and other wise, as is aforesaid, and of the encrease and aduantage that shall come and grow of the same. (D) And also it is couenanted and agreed betwene the said parties, that if either of the said parties at any time within the said terme happen to lose by debts, casualtie, or other wise, any part or parcell of the occupying in buying and selling of any goods, wares, and marchandises, or other wise in manner and forme as is aforesaid, so that it be not by negligence, colour, or fained pretence, and that immediatly prooued, that the same losse be bozne equally betwene either of the said parties. (E) And also it is couenanted, concluded, and agreed betwene the said parties, and either of them for his owne part, permitteth, couenaneth, and granteth to the other, that if any of them within the said term which at this present tyme are not espoused happen hereafter to espouse and marrie a wife, that then forthwith it shall be at the will and pleasure of the other, whether the partie so espoused or married shall anie longer continue as partner according to the tenor and forme aboue reherfed. (F) And also  
it

It is agreed, that if either of the parties happen (as Goddesend) at any time within the said termes to die, then the executors, or administrators of the goods & cattels of the partie so deceased, shall truly without any couin or guile make a iust and true accompt, and ready payment and deliuerance of al such increas and gaines, as then shall be remaining, to the other living. (G) And moreover it is covenanted & agreed betwene the said parties, that if either of them be found untrue in his reckoning and accompt, contrary to the true meaning of this present Indenture, to the value of rr. Shillings sterling, then the said party so found defective, to forfait & pay to the other C. li. sterling, without any delay, according to the tenor and true meaning of this present Indenture. (H) And to al and singular covenants, promises, conditions, & payments aforesaid, on either part to be truly without couine or fraud observed, fulfilled, & kept in manner and forme as is aforesaid, either party for him and his executors bindeth himselfe to the other in the summe of iij. C. li. sterling, well and truly to be paid by these presents. In witnes &c.

## Exchanges.

Sect 350. *An exchange of two parts of a manor & aduowson.*

(A) Sciant presentes & futuri me W. S. milite, dedisse, concessisse, & hac presenti charta mea indentata confirmasse I. S. militi, duas partes maner mei de C. in com B. cum omnibus natiuis meis ac mancipitis, & eorum sequel, tam procreata quam procreanda una cum omnibus terris, fundis & tenementis, redditibus & seruic tam liberis quam seruilibus seu natiuis, ac cum tribus molendinis quorum vnum est aquaticum, duo vento ventil, necnon cum secta multure tam liberorum quam natiuorum, una cum pratis, pascuis, pasturis, vijs, semitis, ripis, aquis, piscinis, stagnis, viuarijs, turbarijs, pomar, hort, gard, curtilagijs, homag. ward, maritag, communijs, boscis, subboscis, warren, moris, mariscis, releuijs, eschaet, cur, & sect cur cum visu francipleg cumque alijs suis iuribus, pertinen, consuetudinibus,



suetudinibus, libertatibus, commoditatibus, & emolumentis quibuscunq; eid' maner' spectantibus. Dedi insuper & concessi prefato I. S. aduocationem ecclesie de E. pd' manerio spectant', necnon reuersionem tertiae partis pd' maner'. Quam quidem tertiam partem Alicia mater mea tenet ratione ac noie dotis sue, cu acciderit nempe post decess. eiusd' Alicie, Habend' & tenend' pd' duas partes maner' pd' cu oibus natiuis seu villanis meis &c. vna cum aduocatione dict' ecclesie, ac reuersione tertiae partis pd' maner', cu acciderit, pnominato Iohanni, her' & assignat' suis in ppetuu, in comutatione seu excambiu, plenamque recompensationem pro manerio suo de H. M. in comitat' Oxon', quod ego habeo ex dono & feoffamento praf. I. per excambiur' praf. de capitalibus dominis feodi illius per seruitia inde debita, & de iure consue't. (15) Sub forma & conditione sequent', videlicet, si praf' maner' de H. cum suis pertine't, vel aliqua eiusdem parcella imposteru ac deinceps, a me, vel heredibus meis, aut a meis assignatis iusto titulo, & ex antiquo tempore moto, per legis processum, & iudicium, in curia domini regis redit', seu reddend' recuperetur, aut per statutum Stapule vel mercatoris, recognitionem, vel concessionem annuitatis ante hoc tempus per possessores dicti manerij de H. fact' seu cognitum oneretur seu extendetur, quod extunc bene liceat mihi prefat' W. heredibus & assignatis meis prafict' maner' de C. cum omnibus natiuis meis & eorum sequela &c. vna cum aduocatione & reuersione pd' reuersione reintrare, & ea rehabere, & retinere, vt in statu meo pristino, hac p'senti charta mea indentat' ac signata inde liberat', & tradita, vilo modo non obstante. (¶) There may also be such couenants as in bargaines and sales for further assurance, saving harmelesse, deliuerie of writings, p'reely value of &c. vide Sect' 6. (¶) Et ego sane prafict' W. & heredes mei, prafict' maner' de C. cum omnibus natiuis meis & eorum sequela &c. vna cum aduocatione &c. ac reuersione tertiae partis &c.

cum

cum acciderit, præfat I. hered' & assignatis suis in forma premissa cōtra omnes gentes warrantizabimus, prestabimus, & in perpetuum defendemus. In cuius rei testiū &c. vni quidem parti huius chartę meę indentate penes præf. I. C. remanenti, sigillum meum apposui, alteri vero parti eiusdem chartę &c.

Sec<sup>t</sup> 351. An exchange of lands for yeares.

(A) **T**His Indenture of exchange made &c. betwēne

H. B. of C. &c. and R. P. of &c. on the other party, witnesseth, that the said H. B. hath demised, granted, and to farme letten, and by these presents doth &c. vnto the said R. P. all these parcels of land hereafter recited lying in D. aforesaid, that is to say, &c. To haue and to holde the said one acre and threē rodes of land &c. with the appurtenances vnto the said R. P. &c. in exchange for certaine other lands hereafter in these presents mentioned from the feast of &c. vnto the end and terme of twentie yeres from thence next following and fully &c. without impeachment of anie manner of waste or destruction to be committed or done by the said R. P. his heires &c. without any thing yelding or paying vnto the said H. B. &c. during the said terme of &c.

(B) In consideration whereof the said R. P. hath demised, granted &c. and by these presents &c. vnto the said H. B. all those parcels of ground hereafter recited lying in C. aforesaid, viz. (naming the lands certainly) &c. To haue and to hold, &c. with the appurtenances vnto the said H. B. &c. in exchange for the said land first aboue expressed from the said feast of &c. vnto the end of the said terme of twentie yeres from thence &c. without impeachment of anie manner of waste or destruction to be committed or done by the saide H. B. &c. without any thing yelding and paying therefore vnto the said R. P. &c. during &c. (C) And the said H. B. doth covenant and grant &c. that the same R. P. &c. shall haue, occupie, and enioy all the said lands, and premisses aboue letten by the said H. B. vnto the said R. by this Indenture of exchange by, and during al the said tearme of &c.

in manner and forme above recited, without let or interruption of the said H. B. his heires, executors &c. (D) And the said A. P. covenanteth &c. that the same H. B. &c. shall haue, hold, occupie, and enioy all the said lands and premises above letten by the said A. P. vnto the said H. by this Indenture of exchange, by, and during all the &c. in maner & forme above recited, without any let or interruption of the said A. P. &c. (E) And for y<sup>e</sup> performance of al covenants, grants, promises, and agreements on the part of the said H. B. &c. above rehearsed in this Indenture, well and truly to be obserued, performed, fulfilled, and kept, according to the purport and effect of these Indentures the same H. B. bindeth himselfe &c. vnto the said A. W. his heires, &c. in y<sup>e</sup> summe of x. li. of lawfull &c. (F) And for the performance of al covenants (vt supra) on y<sup>e</sup> part of the said A. P. &c. above rehearsed in this Indenture wel & truly &c. (vt supra) according to the purport &c. of this Indenture the said &c. bindeth himselfe &c. vnto the said H. B. &c. in the summe of &c. of good &c. In witnesse whereof &c. (G) Note that in exchange, it is conuenient that the states of both parties be equall. And that for the perfecting thereof either party actually reenter into the lands to him thereby granted.

### Warrants of Attorney.

Sec<sup>t</sup> 352. What, and how necessarie Attorneys be, and how vnthankfully vsed.

(A) **H**itherto haue we, in some sorte, intreated of such actes and instruments as are made & done by the parties themselves, being personally present: now we intend to set downe such instruments as giue authoritie to others as their factors or Attornies, to doe the like for them. (B) And that the rather, for that mention is made in the 167. Sec<sup>t</sup> D. y<sup>e</sup> liuerie of seisine may be made by Proctors or Attornies, authorized therevnto by written Warrants. And euen as liuerie of seisine: so may many other actes & instru

Instrumentes in ciuill causes be performed by attorneis which  
seemeth verie reasonable, for that that many times the par-  
ties them selues, are so hindered either by infirmitie, or by  
such multiplicitie of businesse and affaires in sundry places  
at one time, that they cannot possibly be present at all,  
wherefore Attorneis be verie necessarie and profitable for  
humane societie: which bee defined such persons as by the  
consent, commandeiment or requests of the parties do take  
hée, see too, & take vpon them the charge to do other mens  
busines and affaires in their absence, according to the au-  
thoritie and trust to them committed by the owners there-  
of. (C) Of whom wee intend by Gods permission to dis-  
course at large in a peculier Treatise which wee haue in  
hand of the Office of Attorneis generally, but especially of  
Attorneis at the common Law, men verie honest & lear-  
ned, yea: and also verie necessarie for the practise of the  
common Lawes of this Realme, & finishing of other ciuill  
businesses: Insomuch that by no meanes their labor & ser-  
uice may want. And yet such is the vnthankfulness of thys  
age, that euen their owne clyents (of whom they haue best  
deserued) when they haue serued their turnes, so that they  
see no present occasion to vse them any longer, for the fault  
of some few will vneth afford the best of them one good  
word for many good deedes, nay which is worse, they will  
generally slander and condemne them all as couetous per-  
sons and disturbers of the common peace & quietnesse of all  
men by vnecessary suites. (D) Where in verie trueth  
the most part of the said Attorneis being verie peaceable,  
do oftentymes dissuade their Clients from the same so  
much as they can, by meanes wherof they greatly offend  
their quiet mindes, in somuch that they will for that onely  
cause suspect them of affection towarde thaduerse parties,  
and threaten earnestly, that if they will not intermedle  
therewith others shall. But this may and shall more fitly  
and fully be handled in my said discourse. (F) Now there-  
fore let vs retorne to our purpose. In Instruments making



and ordeyning of Atturneys, which be sometimes called Letters of Atturney, sometimes Warrants of atturney, sometimes Pories or Procurations, seeme necessarily to be considered sixe thinges, videlicet. First the name of the partie which is to make the Instrument, and of hym which is to bee made Atturney. 2. The Atturneys consent to the same. 3. Against whom. 4. In what matter or cause. 5. Before what Judge or other person. 6. For what act or end, all which thinges will plainly appeare in the ensamples following.

Se<sup>c</sup> 353. ¶ A Letter of Atturney for speciall debt.

(A) **N**Ouerint vniuersi per praesentes me I. C. de W. in com R. yeoman, fecisse, ordinasse, & loco meo posuisse dilectos mihi in Christo R. B. & R. M. meos veros & legitimos atturnatos coniunctim & diuisim, ad petendum, leuandum, recuperandum & recipiendum vice & nomine meo, & pro me de T. H. & de executoribus suis, illas x. li. sterlingorum quas idem C. mihi debet & iniuste a me detinet, & in quibus ipse per scriptum suum obligatorium, mihi tenetur & obligatur. Dand' & per praesentes concedend' dictis Atturnatis meis, & eorum vtriq; coniunctim & diuisim, plenam potestatem meam & auctoritatem in praemissis, & in singulis ea tangentibus, & praed' C. & executores suos si necesse fuerit p non solutione dictarum x. li. & cuiuslibet inde parcellae implacitandi, arrestandi, condemnari faciend', imprisonandi, & extra prisonam deliberandi, ac per quemcunq; processum iuris versus eosdem proseguendi. Necnon de & super receptis & recuperatis &c. After the examples heresof following.

Se<sup>c</sup>. 354. ¶ A Letter of Atturney to receyue money.

(A) **T**HIS Bill made &c. Witnesseth that J. J. B. of Lincolnes Anne &c. haue constituted and made J. B. my seruant my lawfull Atturney to receiue for me and to my

my use, all such summes of money as shalbe due vnto me by one A. H. of H. in the &c. be it by matter of Record or otherwise, and also giuing hym further auctoritie in my name after the paymentes of the said summes, to make a good and perfect acquitance or acquitances, And I the said A. H. do graunt by these presents, to allow, stand to and iustifie all such act and actes, thing and thinges, touchyng and concerning the receipt and making acquitances aforesaid, as my lawfull Attourney shall do as is aforesaid. In witnesse whereof I haue herewito put my hande and seale.

Sc 355. *I A Letter of Attourney by a Maior and Communalitie, for the gathering of their rent and debtes.*

(A) **N**Ouerint vniuersi per presentes nos Maiorem & Communitatem Burgi de Doncaster in Comitatu Eborum, pro nobis & successoribus nostris fecisse, ordinasse, constituisse, & in loco nostro posuisse dilectos nobis in Christo W. S. & F. M. de eadem in eodem com. nostros veros & legitimos Attornatos coniunctim et diuisim, ad petend' & exigend', leuand', recuperand' & recipiend' vicibus & nominibus nostris, et pro nobis & ad vsum nostrum de tempore in tempus, omnes et singulas pecuniarum summas, debiit, arrerag' & red' quoscunque nobis debiit quacunque de causa per aliquam siue aliquas personas infra Regnum Angliæ, tam modo nobis debiit et aretro existent quam impofterum fuerint debiit. (B) Et insuper concedimus pro nobis & successoribus nostris, coniunctim & diuisim, plenam & integram potestatem & auctoritatem ad arrestandum, prosequend', implacitand', & condemnari faciend', ac executionem debiit obtinend' pro nobis & successoribus nostris. (C) Ac distractionem & distractiones pro redditibus & arreragijs reddend' nobis debitis de tempore in tempus, capiend', imparcand',

ac recuperand', ac omnia prædict' debiit & arrearag' recipiend', (D) Ad vsum nostrum & successorum nostrorum, & debiit acquietanc' pro summis sic recuperat' & recept' faciend', & nominibus nostris deliberand', ac ea omnia & singula agere, facere & perimplere quæ circa præmissi. necessar' fuerint & oport' adeo plenarie & integre prout nosmetipsi possimus siue deberemus in præmissis facere. (E) Ratum & gratum habens & habitur' totum & quicquid dicti Atturnati nostri fecerint, seu eorum alter fecerit in præmissis virtute præsentium. In cuius rei testiū huic præsentī scripto nostro sigillū nostrum commune apposuimus. Dat' die &c. anno &c.

Sec<sup>t</sup> 356. ¶ A Letter of attorney to ouersee lands, receiue rentes, and enter for nonpayment thereof.

(A) BE it knowen to all men by these presents, That J. G. of B. in the Countie of S. peoman, haue made, cōstituted, ordeined & put in my place, my right welbeloued in God R. D. Gentleman, my true and lawfull Atturney in this behalfe, to ouerse, rule and gouerne for mee and in my name, all my landes and tenements, aswell fræhold as copyhold, set and lying in the towne and Parish of C. in the Countie of S. And also to receiue for mee and in my name, all the rentes, issues, commodities and profites coming and groweing of the same landes and euery parcell thereof. And the sermons of the same landes, for nonpayment to expell, put out and amoue, and them to let to ferme to other at hys owne pleasure and discretion, giuing and graunting vnto my said Atturney my full power and authoritie by the tenor of these presentes, to do and execute all and singular the premisses, as fully, wholly and surely, as I the said J. G. might or should do if this my present writing had not bine made &c. In witnesse whereof &c.

Sec<sup>t</sup> 357. ¶ A Letter of Atturney to sue an Obligation.

(A) BE it knowen vnto all men by these presents, That whereas R. C. &c. was bounden vnto J. K. by one obli-

obligation of writing obligatorie, bearing date &c. in the summe of 400. li. of &c. as thereby appeareth: That now the said J. for dyuers good causes him thereunto mouing doth by these presents constitute, ordeyne, and in his place put R. R. of &c. his true and lawfull Attorney in his name and place, to demande, recouer, leuie and receiue the said summe of 400. li. of the heires, executors and administrators of the said R. C. and of euery or any of them, and the same to retein to the said R. R. to his own vse, without any accompt to bee made thereof to any person or persons whatsoever. (B) And in the name of him the said J. to sue, arrest, imprison and condemne, or cause to bee sued, arrested, imprisoned and condemned, the heires, executors and administrators of the said R. C. and euery or any of them for the said summe of 400. li. (C) And to cause and procure iudgement and execution thereupon to be had and made accordingly. (D) And also for and in the name of the said J. R. to release, acquyte and discharge the heires, executors and administrators of the said R. C. and euery or any of them, and deedes of release or releases, acquittance or acquittances, of and for the said debt and euery or any part thereof, as the deed or deedes of the said J. to deliuer to them and euery or any of them. (E) And Attorney or attornies for the doing of the premises to make, and the same at his pleasure to reuoke and new in their places to substitute. (F) And to execute all and singular thinges expedient or necessarie concerning the premises so well, as he the said R. or J. R. might do the same being personally present there at. (G) And the said J. R. for hymselfe, his heires, executors and administrators, and euery of them doth by these presents couenant, grant, promise and agree, to and with the said R. R. his heires, executors and administrators and euery of them, that he the said J. R. his executors and administrators, and euery of them, shall and will iustifie, allow, ratifie and performe all and whatsoever the said R. R. his executors and ad-

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ministratozs shall lawfully doe or cause to bee done, in or about the premisses. (H) And that he the said J. his heires, executozs nor administratozs, nor any of them wil not reuoke nor make void this letter of Atturney, nor any the authoritie hereby giuen to him the said R. R. (I) And that he the said J. R. hath not heretofore released, dyscharged nor made void the sayd obligation of 400. li. nor the said summe of 400. li. therein contained, nor any part thereof, nor hath done nor suffered to be done, nor hereafter will do nor suffer, or assent to be done, any act or actes, thing or thinges, whereby the said summe of 400. li. in the sayd Obligation mentioned may not lawfully bee recovered, obteyned and had by the said R. R. his executozs, administratozs, or assignes, or some of them, according to the true meaning hereof. In witnesse whereof &c.

Sec<sup>d</sup> 358. ¶ *A generall letter of Atturney to recover debtes.*

(R) **N**Ouerint &c. me T. C. de W. in Comitatu &c. generos. fecisse, constituisse, & loco meo posuisse dilectum mihi in Christo I. N. meum verum & legitimum Atturnatum, ad petend' & exigend', leuandum, recuperand' & recipiend' vice & nomine meo, & pro me omnes & singulas pecuniarum mearum summas & debita mea quecunque, quæ mihi quacunque de causa à personis quibuscunque infra vniuersum regnum Angliæ debentia, spectantia, siue pertinentia sunt. Dand' & per præsentis concedendo prædicto Atturnato meo plenam & integram potestatem meam & auctoritatem in præmissis querendi, imprisonandi, condemnari faciendi, & extra prisonam liberandi, debitaque prædicta recuperandi et recipiendi, & de receptis & recuperatis, ac super fine & concordia, acquietantias, seu alias exonerationes nomine meo componendi, sigillandi, & deliberandi, & Atturnatos alios, vnum vel plu-

plures sub se constituendi & ordinandi, Necnon omnia alia & singula quæ in præmissis, seu circa ea necessaria fuerint & oportuna, vice & nomine meo faciendi, exercendi, expediendi, & finiendi, adeo plenariè & integrè, prout facere possem siue deberem in præmissis si personaliter interesssem. Ratum et gratum habens et habiturus totum et quicquid dictus atturñ meus nomine meo fecerit, seu fieri fecerit in præmissis, per presentes In cuius rei testimonium &c.

Sec<sup>d</sup> 359.

¶ A letter of atturney to recouer and retaine a debt.

(A) **B**E it knowen unto all men by these presents, That whereas **W. P.** late of **D.** in the Countie of **ec.** is bounden unto **J. K.** of **D.** aforesaid Inholder, by one Obligation or wryting obligatorie bearing date the **ec.** in the summe of 300. pound to bee paid to the said **J. K.** bys heires, executors or administrators, or some of them, with condition thereupon endorced, as thereby appeareth, That now the said **J. K.** for and in consideration of a certayne summe of money to hym the said **J. K.** by **Rich. S.** of **D.** aforesaid Taylor before hand paid, hath bargayned and sold, and by these presentes doth bargain and sell unto the said **R. S.** bys executors, administrators and assigns, the said obligation or wryting obligatorie of 300. pounce aforesayd. (B) And also doth by these presentes make, constitute, and in bys place put the saide **Rich. S.** his true and lawfull Atturney in bys name and place, to aske, demaunde, levis, recouer and receyue of the said **W. P.** his heires, executors and administrators, and euery of them the said 300. pound, in the said wryting obligatorie mentioned and expessed. (C) And also doth by these presentes give and graunt unto the sayd **R. S.** his heires, executors, and administrators, and euery of them, full and whole power and authoritie

in

¶ ¶ ¶

in the name of him the said J. K. to sue, arrest, imprison, and condempne, and cause to be sued, arrested, imprisoned, and condemned the said W. P. his heires, executors and administrators vpon the same w<sup>ri</sup>ting obligatorie of 300. pound. (D) And also to procure iudgement and execution to be had and made against the said W. P. his heires, executors and administrators for the same 300. li. And also for and in the name of hym the said J. K. to release and acquite the said W. P. his heires, executors, and administrators for the same 300. pound. And also for, and in the name of him the said J. K. to release and acquyte the said W. P. his heires, executors and administrators and eury of them. (E) And release or releases, acquittance or acquittances to make, seale and deliuer vnto them and eury of them of the same summe of 300. pound and of eury or any part thereof. (F) And one Atturney or moe for the doing of the premises to make, and the same at his pleasure to reuoke, and to do, performe and execute all and singular thinges which shalbe expedient or necessarie concerning the premises so fully, as he the said J. K. might or could do the same beeing personally present at the doing thereof. (G) And further the said J. K. doth by these presents gyue and graunt vnto the said R. S. his heires, executors and administrators, good and lawfull auctoritie to receiue, receyue and keepe to hys and theire owne proper vse and behoufe the said summe of 300. pound in the said obligation mentioned, wythout any accompt to be rendered to him the sayd J. his heires, executors, or administrators for the same. (H) And the said J. K. for himselfe, his heires, executors and administrators and eury of them doth by these presents couenant, graunt, promise and agree to and with the said R. S. hys heires, executors and administrators and eury of them, that he the said J. K. his heires, executors and administrators, and eury of them, shall and will iustifie, allow, ratifie and performe all and whatsoeuer bee the sayd R. S. hys heires,

heires, executozs, and administrators, shall lawfully do, or cause to be done, in, or about the premises. (I) And that he the said J. K. his heires, executozs, nor administrators, nor anie of them will not reuoke nor make boide the letter of Attourney, nor anie authoritie thereby giuen to him the said K. And that he the said J. K. hath not heretofore released, nor made boide the said obligation, nor the said summe of thre hundred pounds therein contained, nor anie parte thereof: nor hath done, nor suffered to be done, nor hereafter will do, nor suffer, or assent to be done, anie act or acts. thing or things, whereby the said summe of thre hundred pounds in the said Obligation mentioned, may not be recoucred, obtained and had by the said K. S. his executozs, administrators, or assignes, or some of them, according vnto the true meaning hereof. (K) And for the performance of all articles, couenants, grants, and agreements herein contained, hee the said J. K. doth by these presents binde himselfe, his heires, executozs, and administrators to the said K. S. his heires, executozs, and administrators, in iij. C. li. of lawfull ec. to be paide to the said K. S. his executozs and administrators. In witnes &c.

Sect. 360. ¶ A letter of attourney made by executors.

(A) **N**Ouerint vniuersi per presentes nos R. I. & M. vxor meam nuper vxor T. S. ciuis (dum vixit) & Grocer L. ac executricem testamenti eiusdem T. assignasse, fecisse, & loco nostro constituisse dilectos nobis in Christo Iohannem C. & M. vx. eius, nostrs fideles & legitim attornat, coniunctim & diuisim, ad petend, leuand, & recipiendum vice & nomine nostro, ad eorum proprium vsum, omnia & singula bona mobilia, & immobilia, hustilimenta & necessaria quæ præfatus T. die obitus sui habuit, & sibi pertinebant infra mesuagium siue tenementum suum in H. in comitatu E. quod idem T. per testamentum suū dedit & legauit præf. I. C. & M. vx. suæ sorori eiusdam T. cum omnibus & omnimodis hūdi hustilimentis & bonis eid mes, siue tenito, clamei & ligni-



lignifir omnino except, & eid' mes. siue ten vt appropriat reseruatis, q oia & singula debita quæ dicto T. die ei' obitus debeantur, infra com E. prædict': quæ vero debita præd' dict' T. in dict' suo testamento voluit & legauit pf. J. C. & M. vxori eius, dantes & concedentes præfat I. & M. attornat nostris, ac vtrique eorum, plenā & liberam tenore presentium potestatem nostrā, ob defect' deliberationis & solutionis in hac parte si necesse fuerit, tam omnes & singulos debitores, detentores, & eorum quēlibet omniū bonorū hūtilimētoī & necessarioī prædict' ac cuiuslibet eorum pcell' (except & reseruāt pexcept & reseruāt) quā omnes & singul' debitor & detentores debitor p'd' ac quēlibet eorū arrestari faciend', imprisonandi, & ext' prisonam liberand', necnō implacitand' & prosequend' in quibuscunque curijs, & corā quibuscunque iudicibus, & iustic' quorū interest adeo p'cise & integre, sicut lex exigit & pmittit, & de receptis in hac parte, acquitanc' nomine nostro faciendi, sigillandi, & deliberandi, attorn quoque vnum vel plures sub se constituendi, & pro suo libito reuocandi, cæteraq; omnia & singula quæ in premisis & circa premissa necessaria fuerint seu quomodolibet oportuna faciend' exercend' & exequend' adeo integre prout nosmet ipsi facere possumus si presentes ibidem personaliter interessemus Ratum & gratum habent & habitur totum & quicquid dicti attorn nostri nomine nostro ad eorum proprium vsum fecer' seu duxer' aut fecer' vel duxerit eorum alter in premisis. In cuius rei &c.

Seet. 361. *A letter of Atturncy vpon a patent.*

(A) **V** Niuerfis, &c. I. B. vnus armig' p corpore illustrif. dñi nrī regis &c. Sal' in dño sempiternā. Cum idē dñs noster rex, p suas gratiosas litteras patentes, quarū dat est apud Westm x. die Febr', Anno regni sui xxxj. in consideratione veri & fidelis seruitij, qd' ego dict' I. P. eidem illustrissimo domino nostro ante hæc tempora impendi, & durante vita mea impendere intendo, cōcessit,

&c

& licentiam dederit mihi præfat' I. P. quod ego per me aut deput' siue deput' meos indigenas siue alienigenas, numerum & quantitatem ducentorum doleorum satis Anglicè vocat' woad de Tholosa in partibus vltamari- nis emere, & prouidere, ac ead' ducenta dolea de woad in vna nauī, siue diuersis nauib' de obedientia dict' dñi regis, aut obedientia aliquorū amicorū & confederatorū suorum calcare & imponere, ac in quemcūq; locum seu quecunq; loca hui' regni sui Anglię vna vice vel diuersis vicibus ibid' ad meū maximū proficū & aduantagium importand', cōducend', & inducend', vëndend', & distribu- end' conduci & discariari facere possem, & valeā licite & impune, aliquo actu, statu, restrictione, prohibitione, aut proclamatione in cōtra facta non obstante, put in p'd literis patentibus inde confectis plenius continetur.

(B) Noueritis me p'f. I. P. virtute & auctoritate dictarū literarum patentiū, fecisse, ordinasse, cōstituisse, & in lo- co meo posuisse dilectos mihi in Christo A. B. & C. D. mercatores de Hispania meos veros & legitimos depu- tatos, factores irreuocabiles coniunct', vice & nomine meo ad faciendum, exequendum, & administrādum ad vsus, cōmoda, & proficua propria eorundem A. B. & C. D. omnia & singula in dictis literis patentibus conten- ta & specificata viz. in tam amplis modo & forma, pro- ut ego dictus I. P. facere potuissem seu deberem vigore præd' literarum patentium, si ibid' presens personaliter interesssem. Et deputat' siue factorem vnum siue plures sub se constituend' & ad libita sua reuocand'. Quibus quidem A. B. & C. D. & eorum vtrique coniunctim, ego dictus I. P. do, concedo, & transporto per presentes om- nimodam potestatem meam & auctoritatem in premissis.

(C) Ratum & gratum habens & habiturus totum & quicquid dicti deputat' & factores mei, nomine meo fe- cerint seu fieri procurauerint, aut eorum aliquis fecerit seu fieri pcurauerit in premissis & in quolibet premis- sorum per presentes. In cuius rei &c.

Sect. 362.

*A letter of Atturney to deliuer possession of land.*

(A) **N**Ouerint vniuersi per p'sentes me W.B. &c. ass. fecisse, & loco meo posuisse ac constituisse per presentes, dilectū mihi in Christo A. R. meum verum & legitimū atturnatum ad intrandum, pro me vice & nomine meo in omnia illa mesuagia, terrā, tenementa, prata, pascua, pasturas, ac cætera premissa cum suis pertiñ, quæ nuper fuerunt R. M. generosi defuncti. Et post talem introitum ad deliberand' pro me vice & nomine meo, plenam & pacificam possessionem & seisinam de, & in prædict' mesuag', terrā, &c. cum omnibus suis pertinenē I. B. de L. in comit' S. generoso, aut suo certo atturnato heredi & executoribus suis, secundum vim, formā, tenorem, & effectum cuiusdam chartæ meæ per prefat' W. antedict' I. B. & alijs factæ, cuius dat' est &c. prout per inspectionem eiusdem plenius apparebit. Cæteraque omnia & singula quę in premissis, vel circa ea necessaria fuerint, seu quomodolibet oportuna, pro me vice & nomine meo faciend' exercend' &c. adeo plene &c. dat' &c. *as afore.*

Sect' 363.

*A letter of Atturney to receiue possession of lands.*

(A) **N**Ouerint &c. dilectum mihi in Christo C. D. de M. esse meum verum & legitimū atturnat' ad intrand' pro me vice & nomine meo in vnum mes. cū gardino & suis pertinentē in villa de N. continens per estimationē duas acras terræ &c. quę nuper fuerunt. A. B. defuncti, ac plenam & pacificam possessionem & seisinam inde capiendā, & post hūdi seisinā & possess. sic inde recept' & habit', eandem ad meum proprium vsum retinend' & custodiend' secundum vim, formam, & effectū cuiusdam chartæ mihi & alijs factę per E. F. generosum, vt per eandem chartam inde confectam, cuius datum est &c. manifestē liquet & apparet: cæteraque omnia &c.

Sect' 364.

Se<sup>ct</sup> 364. Letters of Atturney. Lib. 2

Se<sup>ct</sup> 364. A letter of Atturney to receiue possession and costs and dammages of the shiriffe.

**B**E it knowen vnto all men by these presents, that **J. W.** **T. &c.** haue constituted, ordained, & made **J. J.** my lawfull Atturney, for me, and in my name, to receiue of the shiriffe of the countie of **W.** or his deputie, full, and peaceable possession of one messuage or tenement, with the appurtenances in **G.** and such money as **J.** haue recovered for my dammages and costes against **A. W.** widow in an eiectione firmæ, according to the tenor, effect, and meaning of the Writte of our Soueraigne Ladie the Quene of habere fac' possessionem, and fieri facias, to the said shiriffe directed. In witnes whereof I haue &c. Dated &c.

Se<sup>ct</sup> 365. *A Letter of Atturney to take possession of lands recovered.*

**(A) N**Ouerint vniuersi per presentes, nos **H. G. & H. W.** fecisse, ordinasse, & loco nostro posuisse dilectos nobis Christo **W. P. Generos. & I. H.** nostros veros & legitimos atturñat coniunctim & diuisim ad intrand' vice & nominibus nostris in maner' de **B.** cum pertinent, ac in quinquaginta acras terræ viginti acras prati, trecentas acras pastur, quadraginta acras bosci, & quinque libratas redditus cum pertinent in **B. S. & R.** in comitat' **E.** que nos prædict' **H. C. & H. W.** per breue domini regis de ingr' super disseisinâ in le post, versus **Iacobu C.** ar' in cur' dicti dñi regis corâ Iustic' suis apud **W.** termino **S. M.** antedict' &c. recuperauimus ad vsum **I. S.** milit' & hered' suorum, ac de & sup' hñdi introitu sic fact' plenâ & pacificâ possessionē, de, & in manerio, terris & ten' præd' cū pertiñ nominibus nris capiend' & continuand' ad vsum præd' **I. S.** & hered' suorum, donec aliter inde duxerimus disponend', ratū & gratū habent & habitur' totū & quicquid dicti atturñi nri nominibus nris fecerint, seu eorum alter fecerit in premisis prout ibid' presentes personaliter interessemus. In cuius rei &c.

Se<sup>ct</sup> 366



Secl' 366. ¶ *A letter of Attorney to receive possession of lands extended by a statute merchant.*

(A) **O**Mnibus Christi fidelib' &c. T.B. ciuis & Drap L. sal' in dño: cum R. E. miles, vic' com' E. virtute breuis dñi regis sibi inde direct' extēdi fecisset vnū mes. & xx. acr' terræ cū pert' in D. in com' E. q̄ fuerint L. K. ad valōr xl. solid' p ann', q̄ quidē mes. & xx. acras terræ cum pertinentijs dictus vic' cum ea sic extendi fecisset, seifire fecit in manus domini regis, Nouer' me præf. T.B. afsignasse, fecisse, locoq; meo posuisse & constituisse dilectum seruientem meū R. B. meum verum & legitimum in hac parte attorū ad recipiend' pro me & in nomine meo de præf. R. M. vic' com' præd' plenam possessionem & seisiñ de & in præd' mes. & xx. acris terræ cum pertiñ quæ mihi de præf. T.B. per dict' vic' virtute breuis dicti domini regis sibi inde directi, liberari debēt & extend', Tenēd' mihi & afsign' meis vt liberum ten' meum secūdum tenorē, vim, formam & effectum eiusdem breuis domini regis eid' vic' vt pferit direct'. Dans & concedēs præfāt attornat' meo plenam & sufficientē tenore presen' potestatem meam auctoritatem & mand' speciale, ad faciend' exercend' & exequend' pro me & in nomine meo de & in premisis, & in quolibet pmissor', ac omnia singula quæ ego præfatus T.B. facere possem, siue deberem si presens ibid' personaliter interesset. Rat' & grat' habēs & habiturus firmū & stabile, totum & quicquid prædict' attorū meus noīe meo fecerit in pmissis per p'sentes. In cuius rei testiū presentib' sigillum meum apposui. Dat' &c.

Secl' 367. ¶ *A letter of Attorney to enter for default of payment.*

(A) **O**Mnibus Christi fidelibus, ad quos p'sens scriptum peruenerit, A.P. sal' in dño sempiternam, Cum ego p'fāt A. nup dimiserim, seoffauerim, & p quandam cartā meā tripartit' confirmauerim W. C. vnum tenementum cum pertiñ situat' in parochia S. Cedde Salop, viz. inter tenementum &c. Habed' & tenēd' p'd' W. hered'

hered & assign suis in ppetuū sub forma & conditione sequen vz. quod præd' W. her vel assign sui soluerent aut solui facerēt mihi p̄f. A. aut exec' meis in ecclesia S. Cedde Salop, ad festū S. Mich. arch. p̄x. futurū post datum cartæ præd' x. lib. sterl'. Et si præd' W. vel assign sui defecisset, vel defecissent in solutione summe præd' aut in aliqua inde parcell' ad festum solutionis superius limitatū, extunc bene liceret mihi p̄f. A. in præd' teñto cum perē reintrare, & illud in pristino statu meo rehabeē, p̄d' carta feoffamenti & dimissionis non obstante prout in eadem carta plenius liquet. Et quia præf. W. solutionem p̄d' fregit, (13) Nouer me p̄f. A. occasione p̄missa, attornasse, & plenam potestatem meam concessisse, dilecto mihi in Christo T. M. & I. P. coniūctim & diuisim ad reintrādum, reclamand', & possidend', pro me & nomine meo in p̄d' teñto cum pertinentijs, vt in pristino statu meo, & præfat' W. inde expellendum & amouendum, dictumque tenementum in manibus ipsorum T. & I. ad opus meum tenend' donec aliter inde duxerint disponendū, Ratum & gratum habens & habiturus totum & quicquid præfat' attornat' mei fecerint nomine meo, seu eorum alī fecerit in p̄missis, prout egomet facere possem si personaliter interesssem. In cuius rei &c.

Se&. 368. ¶ A letter of Atturney to alien lands.

(A) **B**E it knowen vnto all men by these presents, that I A. B. of D. within the countie &c. P. haue ordainēd, constituted, made, and in my place put my welbeloued R. D. my true, ful, & lawfull Atturney, and to the same R. haue giuen, and granted, ful power and authozitte, to giue, graunt, bargaine, and sell, or by any other lawfull way or meanes to aliene, conuey, and assure at his will, pleasure, and discretion for me, and in my name, all that my messuage, tofte, gardeine, orcheyard, &c. acres of wood, ten acres of heath, fures, and &c. rent wyth their appurtenances in G. in the county of P. to any person or persons whatsoeuer, according vnto the Lawes of this Realme.

To

To haue and to holde to the said person or persons whatsoeuer their heires and assignes, or the heires and assignes of anie one of them for ever, to the onely vse and behoefe of the said person or persons to whome the premisses shall be aliened, conueied, and assured, as is aforesaid, to, and for the summe of C. li. of lawful English mony to be wel and truly paid to the said Attourney by the said person or persons to whom the said lands and tenements, and other the premisses shall be aliened, conueied, and assured, as is aforesaid, within one moneth after the said alienation of the premisses made as aforesaid, to the onely vse and behoefe of me the said A. B. my executors and assignes. (B) And further, giving and granting to my said Attourney my full power and authoritie in the premisses, to doe, execute, perforce, fulfill, conclude, and finish for me, and in my name and place as is mentioned, all and singular thing and things whatsoever shall be expedient and necessarie concerning the premisses, as thoroughly, wholly, & surelie, as I my selfe should do, if I my selfe were there in my owne person present, ratifying and confirming by these presents whatsoever my said Attourney shall do, or suffer to be done, in, and about the premisses, in my behalfe, for me, and in my name. In witnesse &c.

Sett. 369. *A letter of Attourney generall, and specially in matters of Lands.*

(A) **V**Niuerſis Chriſti fidelibus &c. P. H. de R. in comitat E. yeo. filius & heres R. H. defuncti dum vixit de G. in comitatu prædicto yeoman, Salutem in Domino ſempiternam. Noueritis me præſat P. feciſſe, ordinaiſſe, conſtituiſſe, & loco meo poſuiſſe dilectum mihi in Chriſto T. B. meum verum & legitimum attornatum ad proſequendum, implicandum, & defendendum vice & nomine meo, & pro me in omnibus & ſingulis curijs & placitis, ac coram quibuſcunque iudicibus & iuſticiarijs verſus omnes & ſingulas perſonas, erga quas vel quam, aliqua actio tam realis quam perſonalis mihi quouiſ-

quouis modo dat ius sectam, aut defensionem per legem,  
de & pro omnibus illis terris & tenementis meis cum  
suis pertinentijs vniuersis vocat W. scituatis, iacentibus  
& existentibus in villis & campis de C. prædict, quæ mihi  
dicto P. iure hæreditario discendebant per & post mor-  
tem prædict' R. patris mei, & que in præsentî á me in-  
iuste detinent. Necnon omnia dicta terras & tenementa  
cum suis pertinentijs vice & nomine meo ad intrand',  
ac plenam & pacificam possessionem & seisinam, de &  
in eisdem pro me & nomine meo capiendam, ac omnes  
& singulas personas quascunq; firmarios siue occupato-  
res eorundem abinde expellend' & amouendum, & su-  
per huiusmodi possessione sic capta & habita, omnia  
dict' terras & tenementa cum pertineñ ad vsum dicti T.  
custodiend', gubernand', occupand' & ministrand'. (15)  
Dando & per præsentis concedendo prædict' Atturnat  
meo, plenam & integram potestatem meam, auctori-  
tatem & mandatum speciale præd' personas & earum  
quamlibet, occasione iniustę detentionis, custodię vel  
occupationis præd' terrar' & tenementorum cum perti-  
nentijs, aut alicuius inde partis seu parcell', attachiand'  
& arrestari faciend', ac coram iudicibus & iusticiar' præd'  
comparere faciend' & producend', ac versus ipsas perso-  
nas, & earum quamlibet occasione præd', omnes & sin-  
gulas actiones, sectas, placita & prosecutiones, licita, re-  
quisita & necessaria in cur' prædict' vbicunq; videbitur  
oportunum fore, vice ac nomine meo leuandum, affir-  
mand', capiend' & atturnand', & eas vel ea secundum  
iuris exigentiam, cum quibuscunque inde circumstan-  
tiji interplacitand' & prosequendum, ac ius & titulum  
meum præd' coram præd' iudicibus & Iusticiarijs decla-  
rand', exponend' & notificand', dictasq; personas, & ea-  
rum quamlibet per legis vigor' arrestand', imprisonand',  
& condemnari faciend', ac extra prisonam deliberand',  
necnon dampna & expensas in ea parte habiñ & habend'  
de ipsis personis & de earum qualibet recuperand', &



recipiend'. Et de receptis & recuperatis, ac super finem &c. As in other.

Sec<sup>t</sup> 370. ¶ A Letter of atturney to sue for landes and goodes.

(A) **T**His Bill indented made &c. Betwene &c. witnesseth, That whereas the said J. L. by his writing obligatorie bearing date &c. hereof standeth bounden to the said D. in xl. li. &c. with condition therevnto indorsed, as thereby plainly appeareth, the said D. in consideration thereof hath constituted &c. in his place put the sayd J. his true and lawfull Atturney irrevocable, to demand, sue for, recover, receive, obtaine, and get in his name and steede, to his owne use without any accompt thereof to be made or rendered vnto the said D. his executors or administrators, aswell all such lands, tenements and hereditaments which shew the said D. should or ought to haue for his dower or Jointure of any lands, tenements or hereditaments which were the inheritance of the said W. L. except one messuage &c. (B) As also all such goodes and chattels as the said D. ought to haue for his part of al the goods & chattels which were the said W. L. at the time of his death other then such goodes and chattels as shew the said D. now hath received, and the third part of all such debtes as were due to the said W. L. at the time of his death. And the said D. doth by these presents give and graunt vnto the said J. L. his full and whole power in the premisses (except before excepted) (C) To arrest, sue, declare, impleade, imprison and release any person or persons, for or by reason of the same premisses or any part thereof, (except before excepted) at the costes and charges of the said J. L. and thereof and therfore in his name to release, acquite, compound and agree with any person or persons, and also to do, finish and execute all and euerie other thing and thinges which shalbe requisite or necessarie in or about the premisses or any part thereof, (except before excepted) so fully and wholly, as if shew the sayd D. should or myght, or ought to do if shew were

were personally present at the doing or executing of the same. (D) And further the sayd D. doth covenant &c. that the said D. shal and will allow, iustifie, affirme, performe, ratifie and establish all and euery act and aces, thing and thinges which the said J. L. shall lawfully do or cause to be done in his name, in or about the premisses or any part thereof (except before excepted,) according to the true meaning hercof, at the costes and charges of the said J. L. (E) And that the said D. shall not nor will not at any time hereafter reuoke or adnul this present Letter of Attourney or the power and authoritie thereby given to the sayd J. In witnesse whereof &c.

Sect. 371. ¶ *A Letter of Attourney to sue to a Court.*

(A) **P**Ateat vniuersis per presentes, quod ego R. P. atturraui & in loco meo constitui I. meum Atturnatum ad sectam nomine meofaciend' ad Curiam Decani & Capituli Ecclesie beate M. Linc' de C. iuxta tenorem breuis Regis, balliuis predicti Decani & Capituli curie sue predictae inde directi. Ratum habiturus & gratum, quicquid idem I. nomine meo fecerit in premissis, vel in premissis duxerit faciend'. In cuius rei testimonium presentibus sigillum meum apposui. Dat' &c.

Sect 372. ¶ *A Letter of substitution, where the Attourney maketh a Deputie vnder him.*

(A) **V**Niuerfis &c. S. F. &c. salutem in domino sempiternam. Cum I. T. &c. per quoddam scriptum suum de Atturnato fecerit, ordinauerit, constituerit, & in loco suo posuerit me praefatum S. suum verum & legitimum Atturnatum, ad petendum &c. vice & nomine dicti I. & ad meum proprium vsum de H. C. x. li. in quibus dictus H. per obligationem suam praefat' I. tenetur & obligatur, dictusq; A. per dictum scriptum suum de Atturnat' dederit & concesserit mihi praefato S. Atturnato suo, plenam & integram potestatem

G G ij      suam

suam et auctoritatem in præmissis tangend', agendum, prosequendum &c. & de receptis & recuperatis, ac super finem & concordiam acquietanc', seu alias exonerationes nomine dict' I. componend', sigilland' & deliberand'. Et Attornatos alios, vnum vel plures sub me constituend' & reuocand', prout in eodem scripto de attornato inde confecto plenius continetur. (15) Noueritis me præf. S. vigor & auctoritate dict' scripti de attorn' mihi sic facto, ordinasse, posuisse, &c. E. N. meum ver' & legitimum substitut' ad petend' &c. ad vsum, commodum & proficuum dict' E. de præf. H. x. li. Nec non omnia alia & singula in præmiss. & circa ea necessaria, ad faciend', exigend', expediend', & finiend', adeo plenè & integrè, sicut ego prædict' T. vigore antedicti scripti attornat' facere possem seu deberem si præsens personaliter adessem. Ratum & gratum &c. In cuius rei &c.

Sec<sup>t</sup>. 373. ¶ A reuocation of a Letter of attorney.

(A) **V**Nto all Christian people to whom this present writing shal come, A. W. &c. widow sendeth greeting, whereas I the said A. upon trust and confidence which I had in C. W. my sonne, did by my Letter of Attorney constitute and make the said C. my Attorney, Bayliffe, Factor and Solicitor generall, in, for, and of all & singular my goodes, chatels, debtes, duities and demandes, landes, tenements and hereditaments whatsoeuer. And did gyue him further authoritie and power to deale for mee, as by the sayd writing to him made moze at large appeareth.

(B) Now know you mee the said A. W. for that the said C. W. hath bled himselfe by colour of the said authoritie to him giuen, greatly both to my discomfort and hinderance, and other wise then my trust and confidence was in hym, To haue reuoked, countermanded and made void, and by these presents do reuoke, countermand and make void the sayd letter of Attorney, and all the power and authoritie of the said C. W. to him giuen aswell by the said writing as by any other meanes whatsoeuer, whereby he can or may

may pretend to haue any kind of doing or dealing for me, or in my name, touching any thing that is myne. In witness wherof &c.

## ¶ Licences.

Sect. 374. ¶ A Placard or licence for a Crossebow.

(A) **E**lizabeth &c. To all maner our Officers, Ministers and subiectes, of what estate, degree or condition soeuer they be, these our letters bearing, seeing, and to euery of them greeting. Albeit that by our authoritie of our heigh Court of Parliament it is ordeined and enacted, that no maner of person vpon a certaine penaltie shal without our speciall licence, vse or occupie any Crossebow within this our Realme, except he be a Lord, or that he or any other person or persons to his vse haue landes of freehold to the yerely value or extent of one £. li. aboue all charges, as in the said Act it is expessed more at large, yet wee neuer thelesse of our grace especial for certaine causes and considerations vs mouing, haue by these presents licenced our welbeloued J. W. to occupie and exercise his crossebow at his libertie, without any penaltie or forfeiture sustayning in that behalfe: The said Act or any other Actes heretofore made or passed to the contrarie notwithstanding. Wherefore wee will and commaund you, and euery of you to permit and suffer the same J. to vse and enioy the whole effect of this our licence without any other disturbance or interruption to the contrarie. (B) Prouided alwaies that vnder colour hereof he in no wise vse hys crossebow within our forestes, parkes, or chases, to the diminishing of our deere or game within the same, vpon the penaltie of the Statute in such case prouided and ordayned. Giuen vnder our Signet the &c.

Sect' 375. ¶ Another placard for a Crossebow.

(A) **E**lizabeth &c. *vi supra*, greeting. Wee let you wit, that by these presents wee haue licenced our welbeloued  
G G ij
loued



licued subiect p. not onely to occupie and exercise shooting in his Crossebow in all places from henceforth at his libertie, but also to haue, keepe, & retaine the same in his house, or elsewhere at his libertie and pleasure, without any penaltie or forfeiture sustayning in that behalfe. Wherefore we will and commaund you, and curry of you to permit and suffer him to enioy the whole effect of thys our licence, without any your disturbance or interruption to the contrary. (B) Prouided alwaies that vnder colour hercof, he in no wise occupie nor shote in hys said crossebow within any our forestes, parkes, or chases, to the diminishing of our deere and game within the same, without our speciall licence, vpon the penaltie of such Estatutes, as in that case bee prouided and ordayned. Given vnder our Signet, at our Manor of Richmond the xx. day of M<sup>o</sup>. &c.

Sect. 376. *A Licence for apparell, and to shoote in Crossebowes and Handgunnes.*

(A) **R** Egina omnibus ad quos &c. salutem. Sciatis qd' nos de gratia nostra speciali, ac ex certa scientia & mero motu nostris, concessimus & licentiam dedimus W. B. Armigero, quod ipse durante vita sua ad libitum & voluntatem suam uti, exercere & gaudere quibuscunque vest, apparat, & catheñ, necnon sagittare in quibuscunque arcubus vocatis *Crossebowes*, ac in *Gunnies* vocatis *Handgunnes*, & eos custodire tam in domibus & aliter, sicut aliquis ligeus noster terras & tenementa habens ad annum valorem cetum librarum ad terminum vite, exercere, sagittare, custodire & gaudere possit licite & impune valeat & possit, absq; aliqua forisfactura, pana, siue deperdito, & absq; perturbatione, molestatione, inquietatione, impedimento, seu grauamine quocunque: aliquibus statutis, prouisionibus siue restrictionibus inde factis, & editis, ordinatis siue prouisis non obstantibus. In cuius rei testimonium has literas nostras fieri fecimus patentcs. Teste me ipsa apud Westmonasterium &c.

Sect. 377.

¶ *A Licence to retaine men.*

(A) R Ex omnibus ad quos præfens &c. salutem. Scia-  
tis quod nos de gratia nostra speciali, ac ex certa  
scientia & mero motu nostris dedimus & concessimus,  
ac per præfentes damus & concedimus dilecti & fidel'  
nostro T.E. Militi, vni Iusticiariorū nostrorum de com-  
muni banco, hanc libertatem, quod ipse durante vita  
sua ad placitum suum de tempore in tempus, legitimè &  
impunè retinere possit viginti homines quoscunq; per  
aliquod scriptum, sacrañ, promissionē siue aliquo alio  
modo quocunq;, & eisdem viginti hominibus dare  
possit xx. liberatas panellorum vel signa vel Bageas cui-  
cunq; qui de ipso seruire voluerint easdem liberatas,  
signa vel Bageas, siue aliqua seu aliquas ad ipsum serui-  
endū, licet non sint nec fuerint, nec sit nec fuerit bal-  
liui seu balliuius ipsius T. E. Et etiam licet non sint nec  
fuerint, nec sit nec fuerit cum ipso T. E. retentus ad ip-  
sum seruiendum hospicio suo aut aliter, & eisdē viginti  
hominibus concedimus & eorum cuilibet aucthori-  
tatem & potestatem recipiend' & vtend' eadem liberatas  
signa vel bageas, quę aliquibus, siue aliquo vtendum ad  
placitum suum. (B) Habend', tenend' & gaudend' præ-  
dictā libertatem & aucthoritatem pro termino vite suę,  
absq; impedimēto, interruptione, molestatione, inquiet-  
tatione, actione vel punitione nostri, aut hæredum nos-  
trorum, ac ministrorum & subditorum nostrorum quo-  
rumcunq;, & absq; aliqua forisfactura seu indemni-  
tate ipsius T.E. pro exercitio, occupatione, siue factione  
præmissorum: Aliquo statuto, actu, ordinatione, pro-  
uisione siue restrictione in contrarium ante hæc tem-  
pora facto, adito, siue prouiso in aliquo non ob-  
stante, aut aliqua alia causa vel materia quacunque non  
obstante. Eo quod expressa mentio de certitudine  
præmissorum, aut de alijs donis siue concessionibus  
per nos præfat T. ante hæc tempora factis in præsen-  
tibus minimè facta existit, aut aliqua alia re, causa, vel

G G iij

materia

materia quacunque non obstante. In cuius rei testimonium has literas nostras &c.

Per ipsum Regem & de  
data prædicta &c.

Se<sup>t</sup> 378. ¶ A Licence to were a Cappe.

(A) Elizabeth &c. To all maner our Subiectes, as well of spirituall preheminance and dignitie, as of temporall authoritie these our letters bearing o<sup>r</sup> seing, & euery of them greting. Forasmuch as we be credyblie informed, that our welbeloued W. P. for diuers infirmities which he hath in his head, cannot conveniently without his great danger be discouered of the same: We let you wit, that in consideration thereof we haue by these presentes licensed him to vse and were a bonet at all times, as well in our presence as elswhere at his libertie. We therefore will and commaund you and euery of you, to permit and suffer him so to do, without any your challenges o<sup>r</sup> interruptions to the contrarie. Giuen vnder our Signet at our palace at Westminst. the xx. day of May, in the &c.

Se<sup>t</sup> 379. ¶ Licence to be absent from the Parliament.

(A) Rusty and welbeloued, we græte you well, and for asmuch as we bee informed, that yee by reason of yeur age, impotencie, and other sickness, cannot conveniently without yeur great danger, trauaile nor labor to our high Court of Parliament: We therefore in consideration hereof licence you by these presents to take your ease, and to be absent from our said Parliament during the continuance o<sup>r</sup> prouogation of the same: Any act, statute, o<sup>r</sup> ordinance heretofore made to the contrary notwithstanding. Giuen &c.

Se<sup>t</sup> 380. ¶ A Licence to be Nonresident.

(A) Henricus octauus Dei gratia Angliæ, Franciæ & Hiberniæ Rex, fidei defensor, ac sub Christo in terra Ecclesiæ Anglicanæ & Hiberniæ supremum caput, omnibus ad quos præsens litera peruenerint salutem. Sciatis q<sup>d</sup> nos de gratia n<sup>ra</sup> speciali, dedimus & concessimus

ac

ac per presentes damus & concedimus pro nobis & hered' nostris, dilecto subdito nostro domino W. B. clerico vicario perpetuo vicarie perpetue siue ecclesie parochial' de G. in comit' nro E. Lond' diocesis, ut ipselibet & licite valeat post hac quocunq; tempore, & quadiu sibi placuerit se absentare a dicta vicaria perpetua, seu beneficio suo de C. predict' nec teneatur quouismodo in dicto beneficio suo corporalem facere residentiā, aut personalit' residere quamuis auctoritate vel mandato inuitus compelli possit vel cogatur, & hoc absque perturbatione, vexatione, molestatione, vel contradictione aliqua, nostri, hered', offic', seu subditorum nostrorum quorumcunque: statuto de residentione clericorum, de, & super beneficijs suis in parlamento nostro tento apud Westm' anno regni nostri vicesimo primo: aut aliquo alio statuto, actu, ordinatione, re, causa, vel materia, quacunque in contrarium edit', in aliquo non obstante, &c. In cuius rei &c.

Sect 381.

¶ A license to brew.

(A) **V** Hereas A. P. of W. in the countie of D. husbandman hath come before vs sir G. F. knight, and J. K. Sergeant at law, two of the Quenes Maiesties iustices of peace within the said Countie, and bound themselves in recognizance with sufficient sureties, to brew, to sell, and keepe a common Alehouse, according to the statute of Brewers made in the first yeare of the raigne of our late Soueraigne Lord and King Edward the sixt. Nowe knowe you vs the saide sir G. and J. K. to haue licenced the said A. P. to brew, to sell, and keepe a common Alehouse, according to the said statute. Giuen vnder our hands the vij. of 3. in the xxxij. yeare of our raigne.

Sect. 382.

¶ A Licence to kepe a Wine tauerne.

(A) **T** His Indenture triperite made &c. betwene K. E. of W. in the countie of E. gentleman, deputie, and assigne of C. H. Esquier, to execute for him, and in his name, the effect of certain authorities to him giuen by certaine



taine Letters patents hereafter mentioned on the one partie. And J. D. Wintner of K. in the countie of D. of the other partie. Witnesseth, that whereas our said Soueraigne Ladie by her Letters patents dated at H. Courte the two and twentieth day of Aprill in the twelfth yeare of her maiesties raigne, amongst other things in the same Letters patents expessed, hath giuen and granted full and free libertie, licence, power, and authoritie vnto the said C. H. his deputie and deputies, assigne and assignes, and euerie of them, that he or they, or anie of them, at all and euerie time and times hereafter, during the life naturall of the said C. H. shall and may at his and their libertie and pleasure, and for such considerations and summes of money to bee paide to his and their onely vse, as to him or anie of them shall be thought most meete and convenient, giue and grant full and free libertie, licence, power, and authoritie to such person, and persons which now be, or hereafter shall be nominated, assigned, or appoynted by writing tripartite Indented betwene the said C. H. his said deputie or deputies, assigne or assignes on the one partie and euerie of the same persons, and persons which now be, or hereafter shall be nominated, assigned, or appointed by the said C. H. his deputies or assignes, or anie of them of the other part, wherof euerie part of the same Indentures shall be sealed and deliuered by the said parties. And the one part thereof shall be certified and deliuered vnto our said Soueraigne Ladie the Quenes Court of H. to keepe a Tauerne or Hauernes, or to sell and vtter, ingrosse, and retaile wine and wines, by the Gallon or lesse or greater measure.

(B) And that all and euerie the said person and persons now nominated, assigned, or appointed, or which shall be so nominated, assigned, or appointed, as is aforesaid, and euerie or any of them shall, and lawfully may, during the naturall life of anie and euerie of the said person and persons so nominated, appointed, or assigned, or which shall be so nominated, assigned, or appointed buie, sel, vtter, ingrose, and

and retaile by the Gallon, or lesser or greater measure, all and euerie good and wholesome wine and wines of what nature, kinde, or name soeuer the same bee, in the Cities, Townes, or places where hee or they shal be so assigned or appointed, as is aboue mentioned, at his and their pleasure, and at, and for what price and prices whatsoeuer to his and their most profite and commoditie. (C) The Statute made in the vij. yeare of the late King Edward the first, or anie other Lawe, statute, proclamation, restraints, limitation of price, or other things whatsoeuer, to the contrary in anie wise notwithstanding: with the further power, licence, libertie, and authoritie of our said Soueraigne Ladie, in the said letters patents expressed, set forth, and declared in euerie behalfe, and to euerie content and purpose, and for the naturall liues of such person and persons as so shal be licenced and authorized by the said E. H. or his said deputie, assignee, or anie of them, as by the purpose, true intent, signification, and meaning of the said writing tripartite indented shal be contained and mentioned to be giuen and granted vnto them by the saide E. H. or his saide deputie or deputies, assignee, or assignees, by vertue, force and authoritie of the same Letters patents, as by the same Letters patents more amply, full, and at large appeareth. (D) By authoritie and vertue of which Letters patents the said E. H. by his writing of deputation dated the iij. of May in the vij. yere aforesaid remaining of record inrolled in h court of our said soueraigne L. in her Chancery, hath constituted, ordained, & made the said R. C. his deputy & assignee, of, & for the execution of the same Letters patents. In accomplishment & execution of which letters patents & deputation, & for, & in consideration of a summe of money concluded, agreed, &c. by the saide J. D. to the said E. H. the said R. C. as deputy & assignee of E. H. and for, and in the name of the said E. H. by force and authority of h said letters patents doth by these presents nominate, assigne, and appoint the said J. D. his seruants, deputies,

putics and assignes, and also by vertue of the said Letters patents, as deputie of the said C. H. doth giue and grant full and free libertie, licence, power, and authoritie vnto the said J. D. his seruants, deputies, and assignes, or anie of them, to haue, vse, and keepe one Tauerne or wine seller wythin the saide Towne during his naturall life, aswell within his mansion house as otherwise wythin the sayd Towne, and to buie, sell, vtter, ingrosse by retaille by the Gallon, or lesse, or greater measure all and euerie good and wholesome wine & wines, of what nature, kind, or name soeuer the same shal be at his and their pleasure at these prices hereafter mentioned, that is to say, French wines, Gascoigne, Guich, Rochel, and such like, shal not exceed the prices of xvi. pence the gallon, and all other wines at two shillings the gallon, saue onely Muskedall, which shal be at two shillings eight pence the gallon, and not aboue: the said statute, or any other law, statute, proclamation, restraint, limitation of price, or other thinges whatsoeuer to the contrarie in any wise notwithstanding. All which libertie, licence, power, and authoritie our said Soueraigne Ladie hath promised by the saide Letters patents, for her heires and successors, not onely that her Iustices, Barons of the Erchequer, Sergeants at law, Atturney and Solicitor generall, and other her learned Counsell in the Lawes of this Realme, shal and will at all time and times hereafter accept and allowe in all and euery Court and Courts of Records and other places whatsoeuer, as a good and sufficient Barre, release, and discharge against her heires and successors: But also the said Letters patents or the inrollement thereof, and this Indenture tripartite being shewed forth and certified into the said Court of Chancery shal be a sufficient warrant, to, and for the said J. D. by himselfe, or jointly wyth others, hauing the like licence and dispensation, her heires and successors for to haue her or their Letters Patents vnder the great Scale of England, in more and better due forme of Lawe to be  
had

had and made in his and their names according to the purpose and true meaning of these presents. (F) And also the lord Chancellor, and lord Keeper of the great Seale of England, and to everie of them for the time being, a sufficient and immediate warrant to make passe and deliuer the same letters patents vnto the said J. C. vnder the great Seale of England, without bearing or paying anie other charges then onelie such ordinarie fees for writing, examining, enrolling, and ensealing of the same, both at the Signet, priuie Seale, and great Seale, as heretofore hath bene accustomed, so there be not aboue the number of tenne persons in anie our Letters patents, to whom the same shall be made or granted. Wherefore the said J. C. being now licenced to keepe a Lawerne, and to sel Wines, as aforesaid, doth most humbly require that he may haue the Quenes highnesse Letters patents, vnder the great Seale of England in due forme of leaue to him, to be made, rendred, granted according to the purpose, tenor, and effect of this present licence, and according to the true intent and meaning of the said Letters patents before in these presents mentioned. In witnesse whereof as well the said R. C. with the Seale of the said C. H. by him deliuered as his Seale of office in this behalle, as the said J. C. to everie part of the said Indentures, haue set their hands and Seales, the day and yeare abovesaid.

*Secf 383. ¶ Licentia ad erigendam scholam grammaticalem  
& cant. in R. cum appropriatione ecclesie &  
confirmatione Decan. &c.*

(A) Edwardus Dei gratia Rex Angliæ, & Franciæ, & Dominus Hiberniæ, Omnibus ad quos presentes literæ peruenerint, salutem, Sciatis quod nos de gratia nostra speciali, & ad humilem supplicationem reuerendissimi patris T. R. Ebor' Archiepisc' Cancellar' nostri Angliæ pro quodam fine, seu quadam pecuniæ summa nobis per eundem Archiepiscopum pre manib' solut' concessimus, & licentiam dedimus, ac per presentes



sententes concedimus & dāmus licentiam pro nobis, & heredibus nostris quantum in nobis est præfato archiepiscopo, quod ipse (aut ipso defuncto) executores & assigni sui aut eorum aliquis vel aliqui ad laudem honorem & exaltationem gloriosissimi nominis Domini nostri Iesu Christi saluatoris nostri quoddam collegium perpetuum pro futuris perpetuis temporibus duratur de vno proposito verbi Dei prædicatore, & duobus socijs, vno videlicet eorum magistro siue idoneo informatore in grammatica, altero vero instructore idoneo in cantu seu pluribus alijs socijs, si & prout prouentus & facultates eiusdem collegij imposterum forsan ampliari, & ad id sufficere contigerint: regend' & gubernand' iuxta ordinationem & cōstitutiones inde put infra scribit' faciend' & ordinand', ad prædicand' verbū Dei in parochia de R. in com' Ebor', ac alijs locis infra dioc' Ebor'. Et ad informand' scolares quoscunque grammatic' seu cant' addiscere cupientes vnde cūque in regno Angliæ & præcipue de dioc' Ebor' ad prædict' collegium se conferentes in regulis & institutis grammatic' & cantus gratis absque pecuniæ, aut alterius rei exactione. Necnō ad celebrandum & orādum imperpetuum pro salubri statu nostro & Elizabet' prædilecte consortis nostræ ac charissimi filij nostri primogeniti Edwardi principis Walliæ cæterorumq; liberorum nostrorum dum vixerimus, & spēcial' dicti archiepiscopi & benefactorum suorum dū vixerit, &c. ac ad alia miserecordiæ & pietatis opera faciend' & exercend' iuxta ordinationem & constitutiones per memoratum archiepiscopum aut executores & assignatos suos prædictos seu eorum aliquem in hac parte faciend' & ordinand' super quoddam solum seu situm ipsius T. archiepiscopi iacens in villa de R. præd': quod quidem solum continet in longitudine inter terram vasti abbatis de R. ex parte orientali & tenementum Iohannis Wentworth ex parte occidentali sexies viginti ac decem & octo pedes, & septem pollices. Et in

in latitudine inter clausum eiusdem abbatis vocat lezy  
Impyarde ex parte boreali, & communem Riuium in  
R. prædict' currentem & cadentem in aquam de Done,  
ex parte Australi septies viginti ac tres pedes, & sex pol-  
lices facere, fundare, erigere, creare, & stabilire possit,  
& valeat, seu possint, & valeant futuris temporibus du-  
ratur. Et quod collegium illud cum sic fundatum, e-  
rectum, & stabilitum fuerit Collegium Iesu de R. nun-  
cupetur & appelletur imperpetuum. (C) Quodque  
propositus & socij huiusmodi collegij prædicti, & suc-  
cessores sui propositi & socij collegij Iesu de R. imper-  
petuum vocentur & nuncupentur, sintque vnum corpus  
in re & nomine incorporati atque perpetuam habeant  
successionem necnon sigillum commune pro scriptis &  
literis facta & negotia eiusdem collegij atque ipsorum  
propositi & sociorum eiusdem concernen', consignan-  
dis, & sigillandis. (D) Et quod sunt personæ ha-  
biles & capaces in lege per nomen, & sub nomine pro-  
positi & sociorum collegij Iesu de R. ad perquirendum  
& recipiendum terras & tenementa redditus seruitia an-  
nuitates decimas oblationes & alia quæcunque e-  
molumenta obuentiones iura & possessiones tam tem-  
poralia quam spiritualia cum pertinentijs de præfato  
T. Archiepiscopo & de quacunque alia persona siue  
quibuscunque alijs personis ea sibi vel successoribus su-  
is dare, legare, concedere, vel assignare, volente vel vo-  
lentibus. Habendum & tenendum sibi & successoribus  
suis propositis & socijs collegij prædicti in feodo & per-  
petuitate. Ac etiam quod iidem propositus & socij e-  
iusdem collegij pro tempore existent, per nomen & sub  
nomine propositi & sociorum collegij Iesu de R. placi-  
tare possint & implacitari ac prosequi omnimodas ac-  
tiones reales personales & mixtas, sectas, causas, quere-  
las, & demand' cuiuscunque generis fuerint vel naturæ  
in quibuscunque curijs & locis coram quibuscunque  
Iustic' & Iudicibus spiritualibus vel temporalibus seu a-  
lijs

alijs personis quibuscunque, ac in eisdem agere, defendere, respondere, necnon omnia alia facere & recipere prout & eodem modo quo cæteri ligei nostri personæ abiles & capaces infra idem regnum nostrum placitant & implacitantur respondent & defendunt, seu implacitare aut implacitari respondere seu defendi debeant & tenent. Ac etiam de gratia nostra speciali concessimus & licentiam dedimus atque concedimus, & licentiam damus per presentes pro nobis & heredibus nostris quantum in nobis est præfato T. Archiepiscopo prædicto quod ipse (aut ipso defuncto) executores & assignati sui aut eorum aliquis vel aliqui, postquam collegiū prædictum sit factum fundatum erectum & stabilitum fuerit, solum & situm prædict' cum pert' prout limitantur, que de nobis immediat' non tenentur, dare possit aut possint præfato proposito & socijs collegij antedicti, & successoribus suis: Habed' & tenend' sibi & successorib' suis propositis & socijs eiusdem collegij imperpetuum pro situ & constructione, ac primaria foundatione eiusdem collegij ac in habitatione dictorum propositi & sociorum eiusdem collegij, & successor' suorum, Ac eisdem proposito & socijs cum successoribus suis, quod ipsi solum & situm prædictum à præfat' Archiepiscopo executoribus & assignatis suis, seu eorum aliquo recipere & tenere possint eis & successoribus suis prædictis vt prædictum est imperpetuum tenore presentium licentiam damus specialem absque aliquo fine & feodo pro presentibus litteris vel alijs litteris superinde conficiendis, ad opus nostrum vel hered' nostrorum capiend' soluend' seu faciend', & absque aliqua inquisitione virtute alicuius brevis nostri, de Ad quod damnū seu alicuius alius mandati nostri in hac parte capiend' & prosequend', & absque aliqua alia licentia nostra seu alijs litteris nostris patentibus eis in hac parte concedend' & faciend': statuto de terris & tenementis ad man' mortuam non ponend', aut eo quod expressa mentio de vero valore annuo soli

foli & situs prædictorum in præsentibus minime facti  
 existit: aut aliquo alio statuto, acti, ordinatione, prouisi-  
 sione seu restrictione in contrarium facti, editi & ordinati,  
 aut aliqua alia re, causa vel materia non obstante. (C)  
 Et ulterius de vberiori gratia nostra concessimus, & licen-  
 tiam dedimus atq; concedimus, & licentiam damus per  
 præsentem pro nobis & heredibus nostris quantum in nobis  
 est præfati Thomæ Archiepiscopo, ac executoribus & as-  
 signatis suis prædicti, necnon alijs personis quibuscumq;  
 quod ipsi & eorum aliqui vel aliquis aut aliqua cum Col-  
 legio prædicta sic factum, fundatum & erectum fuerit,  
 terras, tenementa, redditus, seruitia, annuitates, & alias  
 possessiones quascumq; cum pertineant ad valorem annuum  
 centum marcarum ultra reperiuntur. licet ea de nobis seu heredibus  
 nostris aut alijs per seruicium Militarium, aut alio modo imme-  
 diate teneantur in Capite, dare, legare, concedere seu as-  
 signare possint & possint præfati Præposito & socijs Col-  
 legij antedicti & successoribus suis. (F) Habendum & te-  
 nendum sibi & successoribus suis Præpositis & socijs eiusdem  
 Collegij imperpetuum ad sustentationem suam & alia  
 pietatis opera, iuxta ordinationem & constitutiones per  
 ipsum Thomam Archiepiscopum vel executores seu assignatos suos,  
 aut eorum aliquem inde faciendum & ordinandum, faciendum & sup-  
 portandum. (G) Et eisdem Præposito & socijs, quod ipsi et suc-  
 cessores sui prædicti eadem terras, tenementa, redditus, seruicia,  
 annuitates & possessiones supradictas ad annum valorem prædictum  
 ultra reperiuntur. a præfati Thomæ Archiepiscopo aut executoribus suis  
 seu assignatis suis, & ceteris personis prædictis, seu eorum aliquo  
 vel aliquibus, aut aliquam perquerere & recipere possint:  
 habendum & tenendum eisdem Præposito & socijs & successoribus  
 suis imperpetuum, ad sustentationem suam & alia pietatis  
 opera ut premititur faciendum & supportandum imperpetuum,  
 similiter concedimus & licentiam damus specialem absque  
 impetitione, impedimento, perturbatione seu gravamine  
 nostri vel heredum nostrorum Iusticiarum, Eschaetorum, Vicecomitum,  
 Coronatorum, Balliuorum, aut aliorum officiariorum & ministrorum nostrorum



vel dictorum heredum nostrorum quorumcunq; & absque alio fine & feodo pro presentibus lris vel alijs literis superinde conficiend' ad opus nrum seu hered' nostrorum capiend', soluend', seu faciend'. Et absq; aliqua inquisitione virtute alicuius brevis nri de Ad qd' dampnū seu alicuius alterius mādati nostri, in hac parte capiend' & prosequend', & absq; aliqua alia licētia nostra seu alijs literis nostris patent' eis in hac parte concedend' vel faciend'. Statuto de lris & tenementis ad manum mortuam non ponendis, aut eo quod expressa mentio de vero valore annuo terrarum, tenementorū, reddituū, seruicioꝝ annuitatum & possessionum predictorum, aut eorū alicuius in p̄sētibus minimē fact' existit: aut aliquo alio statuto, actu, ordinationē, p̄uisione seu restrictione in cōtrā fact', edit' seu ordinat', aut aliqua alia re, causa vel materia quacunque non, obstante. (19). Nos insuper ultra p̄miss', de gratia nostra speciali, ad supplicationem predicti Archiepi Cancellarij nostri ad laudem & honorem gloriosissimi nominis domini nostri Iesu Christi, concessimus & licentiam dedimus, ac per presentes concedimus & licentiam damus p̄ nobis & hered' nostris quantum in nobis est, predicti Archiepo, quod ipse (aut ipso defuncto) executores & assignati sui, aut eorum aliquis vel aliqui postquam Collegium predict' sic fundatum, erectum & stabilitum fuerit, Ecclesiam paroch. de Laxton in Com' Nottingham sue Dioc', ad p̄sentationem seu collationem suam spectantē, cum suis iugibus & pertinentiis quibuscunque, ac aduocationem eiusdem Ecclesie laicali person' memorati Thome Archiepiscop' pertinent' & perquisit' licet de nobis immediate teneat, dare, concedere, assignare, appropriare, vnire & incorporare possit. P̄posit' & socijs Colleg' p̄d' & successor' suis P̄p̄os & socijs dicti Colleg'. Habend' & tenend' eidem P̄posito & socijs & successor' suis imppet' in proprios vsus ad sustentationē suā & alia p̄eratis opera iuxta ordinationem & constitutiones p̄ ipm Thomā Archiepm vel

exc-

executores seu assignat suos, aut eos aliquem inde faciend' & ordinand', faciend' & supportand'. (3) Ac eisdem Præposito & socijs & success. suis præposit & socijs Collegij prædicti, qd' ipsi aduocatione & ecclesiâ prædictâ cum suis iuribus & pertinen' quibuscunq; a præfato Archiep'o, executorib' & assign' suis, seu eor' aliquo recipere, & ecclesiâ illâ appropriare, & eam sic appropriat' in proprios vsus tenere possit ad sustentatione suâ, & alia pietatis opera ut premittit faciend', simili tenore præsentiu licentiâ damus specialē absq; impetitione n'ri vel hæred' n'ror', Iustic', Eschaet', Vicec', aut aliorū Balliuor', seu ministror' n'rorum vel hæred' n'rorum quorumcunq;. (4) Et absq; sine seu feodo pro præsentibus literis nostris, ad opus n'rum capiend' seu soluend', & absq; aliqua inquisitione virtute alicuius b'ris nostri de Ad quod dampnum, seu alicuius alterius mandati nostri in hac pte capiend' vel prosequend', & absq; aliqua alia licentia n'ra, seu alijs literis nostris paten' eis in hac parte concedend' vel fiend', Statuto de terris & tenement' ad manum mortuam non ponend', aut aliquo alio statuto, actu, ordinac' seu p'visione inde in contrariu fact', edit' seu ordinat' non obstante. (1) Dum tamē dict' Eccl' pochial' de L. p. idon' vicar' ibim' sufficient' dotat' vel dotand' deseruiat, ac qd' competens pecunię summa int' pauperes pochianos ibim' annuatim distribuatur. In cuius rei testimon' has l'ras nostras fieri fecimus patentes. Teste meipso apud West. xxij. die Ia. Ann' Reg. n'ri vicesimo secundo. In quorum omnium & singulorum p'missorū fidē & testimoniu' p'sent' l'ras sigilli n'ri appensione roborari fecimus atq; communiri. Dat' in hospicio nostro iuxta Westm' primo die Feb. Anno domini 1482. Et nostre translationis tertio. (2) Et nos Robertus Decanus & Capitulum Ecclesiæ Cathed' beate Petri Ebor', in domo nostra Capitular', vno cum præfato Reuerendissimo patre de dict' fact' fundatiōe, erectiōe, creatione, statut' & ordinatione sollemn' & diligentem tractatū habent', p'ut de facto habuim' iuxta

Iuris exigentiam in hac parte requisit ad præd' fact' fundationem, erectionem & creationem, Necnon voluntat' statut', ordinationem, vocationem, nuncupationem, appellationem, deputationem, institutionem, inductionem, inuestac', mutationem, diminutionem, interpretationem, dationem, concessione, assignationem, reservationem, præsentationem, deuolutionem, admissionem, iurament', obligationem, prædicationem, celebrationem, decantationem, resident', administrationem, dispensationem, regimen, informationem, instructionem, exemptionem, exclusionem, limitationem, licenc', concessione & dationem, ac decret' penis sequestrationem, excommunicationem, denunciationem, amotionem, remotionem, subrogationem, reservationem, editionem, condicionem, emendationem, reformationem, mandatum, approbationem, Insuper ratificationem, confirmationem, etiam obseruationem, arctationem, obligationem, onerationem, & cætera præmissa, omnia & singula per præfatum Reuerendissimum in Christo patrem Archiepiscopum primatem & legatum antedictum ac per eum, prout super recitantur fact' nostros assensum & consensum expressi. præbemus, ac eisdem omnibus voluntarie assentimus, præmissaq; omnia & singula quatenus processerint Rata & grata habemus pariter & accepta, ac eadem omnia & singula quatenus ad nos attinet, & de iure possumus atq; debemus ad omnem Iuris & perpetuitatis effectum qui exinde sequi poterit aut debebit perpetuo scient' & notorie & unanimiter collaudamus, approbamus, ratificamus & confirmamus per præsentem. In quorum omnem fidem atq; testimonium Sigillum nostrum commune præsentibus est appensum. Dat' Eborum, in domo nostra Capitulari vicesimo die mensis Iulij, Anno Domini 1584.

Sect' 384. ¶ *A Licence of alienation of landes holden in Capite.*

(A) Elizabeth Dei gratia &c. Omnibus ad quos præsentem literam peruenerint salutem. Sciatis quod nos

nos de gratia nostra speciali, ac pro tribus libris & x. s. nobis solut in hanaperio nostro concessimus ac licentiam dedimus, ac per presentes concedimus, ac licentiam damus pro nobis & heredibus nostris quantum in nobis est, dilecto nostro E. F. de interiori Templo Londoni generoso, quod ipse totam mediet' manerij Cromwell cum pertinentijs, ac quadraginta mesuag', vigint' cotag', quadragint' gardin', quinquagint' ac' ter', quadragint' ac' prati, trecent' ac' pastur', xxx. ac' bosci, trecent' ac' more', & vigint' lib' reddit cum pertinentijs in W. & alibi in Comitatu nostro N. eidem mediet' pertinen' siue spectant', parcell' de reputat' aut accept' existen' per R. D. armig', & I. F. armig' que de nobis tenentur in Capite, dare possit & concedere, alienare, vendere, bargainizare, feoffare, warrantizare aut cognoscere per finem in Curia nostra coram Iusticiarijs nostris de communi banco aut aliter, seu aliquo quocunque modo dilecto nobis E. clerico de B. in predict' Com' N. (15) Habend' & tenend' eidem E. heredibus & assignatis suis de nobis & heredibus nostris per seruic' inde debita & de iure consueta imperpetuum. (C) Et eidem E. quod ipse mediet' manerij predict', ac ceterorum premissor' cu' perti'n a prefat' I. recipere possit, & tenere sibi, hered' & assignatis suis de nobis & heredibus nostris per seruicia predict' imperpetuum, sicut predictum est, tenore presentium similiter licentiam dedimus ac damus specialem: nolentes quod predict' I. aut hered' sui, vel predict' E. heredes vel assignat' sui pred', ratione premissoru' per nos, hered' vel successor' nostros, Iustic', Eschaetor', Vicecom', Balliuos, aut alios Officia' seu ministr' nostros, hered' vel successor' nostrorum quoscunque inde occasionentur, molestantur, perturbentur, vexentur in aliquo seu grauentur, aut eorum aliquis occasionetur, molestetur, perturbetur, vexetur in aliquo seu grauetur. In cuius rei testimonium has literas nostras fieri fecimus patentes. Teste me ipsa apud Westmonasterium ultimo



die Nouembris, Anno Regni dominæ nostræ Elizab. dei gratia &c. xxxij.

Sect' 385. ¶ A Licence for Brookers or Badgers of Corne.

Quin to die Aprilis, Anno regni Eliz. Regine xij.

(A) **A**T the General Sessions of the peace holden at C. in the Countie of S. the day and yere aboue written T. B. of F. in the countie aforesaid Pealeman, is licensed and appointed by the Justices of the peace of the said Countie to be a common Badger, Lader, Reddar, carryer, buyer or transporter of all maner of Corne or graine in any Market or Faire within the Realme of England, and the same so bought to conuert to meale, and the same to carry to the Citie of London or the suburbs of the same, or to any other Market or Faire, so that he vse and occupie the same, according to the tenor and true meaning of the statute lately made in the fifth yere of the raigne of our soueraigne Lord king Edward the 6. against Regrators, Forstallers and Ingrossers and not otherwise, the same licence to have continuance from the date hereof untill the next general Sessions of the peace after the feast of C. next comming to be holden &c. In witnesse whereof the Justices of the Peace of the said countie, whereof thone is of the Quorum being present at the said generall Sessions whose names be vnder written, haue signed and sealed this present Licence with their proper handes and seales the day and yere aboue written. Dated at C. the said fourth day of Aprill &c.

Sect' 386. ¶ A graunt of a Licence to transport Wool.

(A) **R**Ex omnibus ad quos &c. salutē &c. Sciatis quod nos de gratia nostra speciali, ac ex certa scientia & mero motu nostris, dedimus & concessimus, & per presentes damus & cōcedimus dilecto subdit nostro R. F. licentiam, q̄ ipse, assig' vel assign' sui, factor siue factor sui

sui, possit siue possunt cariaꝝ & recariaꝝ quolibet anno durante termino sex annorum immediate post dat' presentium ducent' petr' lanaꝝ siue lanarum extra terr' nram Hiberniaꝝ, ad aliquem portum siue crecam. M. in Regno nro Angl' ad libituꝝ ipsius R. assign', vel assign', suoruꝝ fact' siue factor', soluend' customas & alia onera inde nobis debi't: mandamus etiam omnib' & singulis Maioribus, Balliuis, Vicecom' & alijs officiaꝝ & Ministris nostris quibuscunq;, quod ipsi nec eorum aliquis predict' R. assign' siue assignato suos factor' siue factores suos in aliquo premiss. impediant, molestant, nec grauent, contra formam literarum nostrarum, eo quod &c.

Sect. 387. ¶ A Warrant for a summe of money.

(A) **T**O our right trustie and welbeloued C. L. our Receyuer in our Lordships of C. and G. or to any other our receiuers there for the time being grating: Wee will and charge you that of the profits and rcuenues of our liuelihood in your receipt at the feast of Easter next coming &c. without any longer delay, ye content and pay vnto our welbeloued W. B. Marchant x. pound, which we owe vnto hym for certaine stufte to our vse of hym bought and retained, and for payment of the said summe; yee take for vs sufficient acquittance, which with these our letters shalbe theretoze to you sufficient warrant and discharge at your accomptes then next to bee giuen aloze our Auditoꝝ there for the tyme being, whom we will and charge to make you due allowance in this behalfe, by these our said letters. Giuen &c. tali die &c.

Sect 388. ¶ A warrant for the payment of an Annuitie.

(A) **W**ilhelmus D. Miles, omnibus Receptoribus, balliuis, firmarijs, prepositis, ministris, & occupatoribus quibuscunque, dominiorum & maneriorum meorum de N. & L. in com' E. qui nunc sunt, & qui pro tempore futuꝝ erunt salu't. Cum ego pref. W. nuper per  
H H iij scrip-

scriptum meum cuius dat est primo die Maij, Anno &c. ordinauerim, fecerim, constituerim dilectum mihi in Christo C. M. armig' Senescallum meum omnium prædict' dominiorum & maneriorum meorum. (B) Habendum, tenendum & occupandum Officium prædictum præfato T. per se vel per sufficientem deputatum suum, vel sufficientes deputatos suos, quamdiu se benè gesserit in eodem. (C) Percipiend' annuatim pro officio suo præd' exercend' & occupand' quatuor libras argenti per manus Receptorum, Balliuorum, firmariorum, seu aliorum officiariorum & ministrorum dominiorum & maneriorum meorū prædict' pro tempore existentium, ad terminos sancti Mich. Archang. & Pasch. per equales portiones, prout in scripto præd' plenius continetur: (D) Vobis igitur omnibus & singulis Receptoribus, balliuis, firmarijs, Prepositis, seu alijs occupatoribus & ministris dictorum dñorum & maneriorum meorum quibuscunq; pro tempore existentibus, & in futurum existē, & cuilibet vestrum mōdo, onero, & firmiter iniungo, quod de tempore in tempus soluatis, seu salui faciatis, seu vnus vestrum soluat seu solui faciat præfato T. præd' quatuor libras ad terminos supradict' sine dilatione vltiori, iuxta formā scripti nostri prædict' sibi inde confecti, Recipiend' inde de præfato T. vel de suo in hac parte deputato, acquietancias, singulas solutiones quas sic feceritis testificantes, & per præsens mandatum meum volo, quod Auditores mei vel auditor meus dominiorum & maneriorum meorum præd' qui pro tempore fuer' vel sunt, Vobis & cuilibet vestrum in vestris compotis vel in vestro compoto, de tempore in tempus de solutione inde & qualibet inde parcell' faciant siue faciat allocationem. In cuius rei &c.

Sect. 389.      ¶ A Warrant for a Bucke.

(A) *WE* will and charge you, that vnto R. D. Citizen of the Citie of L. or to the bringer hereof, ye deliuer

or cause to be deliuered, one bucke of season, to be taken of our gift within our parke of S. any restraint or other commandement heretofore made to the contrary notwithstanding. And these letters shal be vnto you a sufficient warrant and discharge in that behalfe. Given vnder our signet &c.

Sec<sup>t</sup> 390. ¶ A Warrant for a conge deffier.

(A) C Harissime consanguinee &c. supplicauerūt nobis humiliter decanus & capitulum ecclesie nostrę cathedral' de N. vt cum sedes episcopalis infra ecclesiam nostram cathedralem prædictam, & per mortem naturalem pię memorię A. B. vltimi episcopi eiusdem, sit pastoris solatio destituta, alium in locum illius episcopum & pastorem eligendi facultatem, licentiamque nostram gratiose concedere dignaremur. Nos igitur eorum supplicationibus fauor humiliter inclinati, facultatem atque licentiam nostram huiusmodi duximus concedendam. Quocirca, vobis mandamus q̄ sub priuato sigill' nostr' in custodia vestra existēte literas &c. Mandātes, & vt sub magno sigillo nostro in eius custodia existēte, literas nostras patētes fieri fac' in hac parte debitas, & in tali casu consuetas. Et de littera nostra &c.

And yee shall vnderstand that herevpon the Chancellour of England shall grant them the Kings Letters patents of licence to procéde to their election. The fourme whercof appeareth in the Register, with which Letters patents of licence vnder the great Seale, shall be sent a letter missiue containing the name of the person to be elected. Of which, looke Sec<sup>t</sup> 399. A.

Sec<sup>t</sup> 391. ¶ A warrant dormant for Deere.

(A) BE it knowen to all men by these presents, that wee sir C. S. Earle of D. and Lord of S. haue giuen and granted, and by these presents giue and grant vnto our welbeloued sir J. H. Knight, and W. his wife, otherwise called Dame W. D. one Stag and two Buckes in Summer, and one Hinde, and two Does in Winter, yearly to be taken in two Parkes of our Isle of A. or in the chafe belonging



Hag. 2.  
H. 2.

belonging to the same, of our gift yearly during their lines, and y longer liuer of them. And we licence & giue authoritie and power to the said sir J. & dame M. and either of them during their liues, and the longer liuer of them, and their sufficient deputie pcerly in the times of season, and conuenient to go into the said parkes or chafe, calling the keeper or keepers thereof with them, there to hunt and kill the same deere, and them to carrie away at their libertie and pleasure, with such conuenient number of persons as shall like them, for, and about the doing of the same: anie acte, statute, or other thing made to the contrarie notwithstanding. And further we will, that if the said sir J. and dame M. perely sometimes will not come themselves, nor either of them for the same: then J will, that my keepers of the same parke or chafe for the time being, vpon a bill signed with the hand of the said sir J. or dame M. concerning the same shall kill & deliver from pce to pce to the bringer of the same letters, the said summer deere, and winter deere, without any restraint or gainclaying by them or anie of them in anie wise to be made or done. In witnesse &c.

Sect. 392.

¶ A warrant for a royall assent.

(A) **C**harissime &c. Vacante nuper sede episcopali infra ecclesiam nostrā cathedral' de N. p mortem bonæ memoriæ A. vltimi episcopi ibid', Decan' & Capit' eiusd', facult' à nobis prius p ipsos ad aliū elegend' in ipsor' Episcopū & pastore petita pariter & obtēta, venerabil' & egregiū virū C. D. in suum pastore eligerunt & nominauer'. Cui nos electioni & viro sic electo (humilib' eorū interuenientib' supplicationib') regiū nostrū adhibem' assensum pariter & fauorem, eūdemq; electū apd vos cōmendatū habemus. Quocirca vobis mādam' &c.

(B) And vpon this Warrant the lord Chancelloz of England shal do make the kings letters patents of his royal assent, directed to the Metropolitan, to confirme & consecrate the Lord elected, or if ye will, the words of the patent may be set forth at length in the Warrant that the king shall signe,

signe, in such forme as is set downe Sect' 399. B.

Sect' 393. *A warrant for the Peace.*

(A) **R**Obertus Moore armig' vnus Iustic' dñæ Regine  
ad pacē in com' p'd' conseruād' assignat' vic' com'  
p'd', Necnon oib' balliuis constab' & alijs dictæ dñæ Re-  
ginæ minist' com' p'd' & cor' cuilibet Sal'. quia I. T. de D.  
in com' p'd' cor' me p'stit' sac' corpor' qd' ipse de vita sua &  
mutulatione mēbro' suor' necnō de incēdio domo' per  
T.L. de C. in com' p'd' **peoman** grauiter & manifestē cō-  
minat' existit. Ideo ex parte dict' dñæ reginē vobis & cui-  
lib' vestr' mādō qd' p'f. T.L. cor' me p'f. Iustic' venire fac' seu  
vnus vestrum venire faciat ad inueniēd' sufficient' securi-  
tat' pacis versus dict' dñam Reginā & cunct' populū suū  
& p'ecipuē versus p'æfat' I.T. Et si hoc grāt facer' recusa-  
uer' tunc ipsū attachiat' seu vnus vestrum attachiat', &  
ad proxim' gaol' dictę domiñ Reginæ in comit' p'edicto  
&c. nullatenus omittat' periculo incumbent'. Dat' &c.

Sect' 394. *A warrant sent by a Iustice of Peace to a constable, commanding him to cause a seruant to serue his Mai-  
ster, from whom he is departed before his terme ended, or  
else to carrie him to the Gayle.*

(A) **R**.C. seruiens ad legem vnus Iustic' dominæ Re-  
ginæ ad pacem, necnon ad diuersas felonias  
transgress. & alia malefact' in com' N. audiend' & termi-  
nand' assign' Balliuis hūdreth de B. & T.H. constabul' de  
M. in com' p'd' sal'. Quia E.L. retent' in seruic' I.T. de M.  
p'ed' sibi seruiend' secundum formam & effectum statu-  
ti de seruiētib' editi à seruicio I. T. siue causa rationa-  
bili & licētia ipsius I.T. recessit (vt dicit') ex parte dñę re-  
ginę vobis & cuilibet vestr' p'cipio qd' p'f. E.L. ad p'æfat' I.  
T. magistrū suū deseruiend' deliberat' faciat. Et si hoc re-  
cusauer' tunc eum gaolæ castri N. duci faciat' quousque  
&c. Ita qd' eum habeatis cor' me & socijs meis Iustic' di-  
ctæ dominæ reginæ in com' p'd' ad p'xim' sess. pacis ibidē  
tenend', ad faciend' & recipiend' ea quę ei tunc & ibid' in  
hac parte obijcient', Sigillo meo sigillat'. Dat' &c.

Sect' 395.

Sect 395. ¶ Warrant ad capiendū vagabundū.

(A) R. C. de H. in comitat N. vnus Iustic' dominæ Regine ad pacem necnon ad diuers. felon' transgr' & alia malefact' in comitatu præd' audiend' & terminand', ass. vic' com' hund' de F. ac constabular' villæ de W. in com' p'd, & eor' cuilibet salut' &c. ex parte dñæ Regine vobis & cuilibet vestrū mando qd' attachiat seu vn' vestrū attachiat B. G. vagabund' non seruient nec in seruitio alicui' retent' (vt dicitur) & eum deseruire fac' I. G. secund' formā & effect' statut' de seruiantib' editi, & si hoc facere noluer' aut hæc facere recusauer', tunc eū p' gaole dict' dñæ Regine infra dict' com' duci faciat. Ita qd' eum habeat, seu vnus vestrū habeat coram me & socijs meis ad proxim' session' ipsius dictæ dñæ Regine ad pacē in com' præd' tenend' vna cum hoc mandato. Dat' &c.

Sect 396. ¶ A warrant frō Iustices of Oyer to retorne a Jury.

(A) E. M. Miles & socij sui Iustic' dñi regis ad inquirend' p' sacramēt' p'bor' & legal' hoīū de com' L. ac alijs vijs, modis, & med' sicut melius sciūt aut potuer' tā infra libertat' quā extra, p' quos rei veritas meli' scire poterit de quibuscunque murdris, felonijs, riot, rout, transgres, seu alijs malefactis, necnon accessar' eorum per quoscunque & qualitercunque habīt fact' perpetrāt siue commissā, & per quos, vel per quem, cui, vel quibus, quando, qualiter, & quomodo, & de alijs articulis & circumstant' premiss. qualitercūque concernent' plen' veritat', & ad ead' murd', felon', & alia premiss. audiend' & determinand' secund' legē & consuetud' huius regni Angliæ vic' Lincoln salut' ex parte dicti dñi regis tibi præcipimus qd' nō omittas p'pter aliquā libert' in balliua tua quin veni' fac' cor' nobis ap'd S. in com' Linc' die &c. v. x. die I. p' futur' 24. p'bos & legal' hoīes de quolib' hūd' in com' tuo ad inquirend' p' dño rege de p'miss. &c. Et vltiori' ad fac' ea que eis tunc & ibid' obijcient' &c. Et qd' tu & oēs balliui & ministri tui sint cor' nobis, ad tūc & ibid' ad officia vestra, & ea q' vobis ad tunc & ibid' iniungent' &c. Dat'. &c.

Sect 397.

Sect. 397.

*A warrant to the Bayliffe to make  
a Repleuin.*

(A) **A**Nthonius vic' Montagu preñobilis ordinis garterij miles ac capital' senescal' hundredi de G. Ball' libertat' dominæ Reginæ hundredi sui prædicti salutem, quia H.L. inueni mihi pleg' de prosequend' querelam suâ versus R. S. de placito captionis & iniustæ detentionis bonorum & catallorum suorum, videlicet xij. caract' ligni vocat' *ffagots*, necnon de returnand' habend' si retorn' inde adiudicetur. Ideo ex parte dictæ dominæ Reginæ tibi mando quod bona & catalla prædict' videlicet, xij. carect' ligni præfat' H.L. replegiat' facias. Et pone per vadios & saluos pleg' prædict' R.S. quod sit ad proximam curiam hundredi prædicti tenend' &c. ad respondend' præf. H.L. de placito captionis & iniustæ detentionis bonorum & catallorum suorum prædict' & habeas ibi hoc preceptum sub sigillo officij mei, quarto die &c. Anno &c.

Sect' 398. *A couenant of a prentice in English.*

(A) **T**His Indenture witnesseth, that W. S. the sonne of J. S. of newe S. in the Countie of W. Merchant, hath put himselfe apprentice with W. W. of newe S. aforesaid, in the Countie of W. Talloz, and after the maner of an apprentice with him to dwell, from the feast of Christmas next comming after the date hereof, vnto the end and terme of vij. yeres then next ensuing, and fully to be complete. By all which said terme the said W. apprentice to the said W. as his master well and faithfully shall serue, his secrets shall keepe, his commandements lawfull and honest euerie where shall doe, fornication in the house of his said Master nor without he shall not commit, hurt to his said Master he shall not doe, nor consent to be done to the value of xij. pence by the yere or aboue, but he to his power shall let, or anone his master warne. Taverns of custom he shall not haunt, but if it be about his masters businesse there to be done. At the dice, cardes, or any other vnlawfull



vnlawfull games he shall not play. The goddes of his said Maister inordinately he shall not waste, nor them to anie man lend without his Maisters licence, matrimony with any woman within the said tearme he shall not contract nor espouse, nor from his seruice neither by day nor by night shall absent or prolong himselfe, but as a true and faithfull seruant ought to behaue himselfe, as well in wordes as in deede. (B) And the said W. vnto the said E. in the craft the which he leeth after the best manner that he can or may, shall teach and informe, or cause to be taught and informed, as much as to the said craft belongeth, or in anie wise appertaineth, and in due manner to chastice him, finding vnto his said seruant meate, drinke, linnen, wollen, hose, shoes, and all manner things to him necessarie, or belonging to a Apprentice of such craft, to bee founde after the manner and custome of the Citie of London. In witnesse &c.

Sect' 399. ¶ The forme of a letter missiue to the Deane and Chapter by the King.

(A) **T**Rustie and welbeloued, we greet you wel, Being now the Bishopricke of Hereford voyde by the translation of the right reuerend Father in God, our right trustie & right welbeloued Councelloz, the late Bishop of the same, vnto the Bishopricke of London. We hauing respect vnto the honest qualities, vertue, and learning, of our trustie and welbeloued Chapleine Maister Doctor R. our Almoner, haue named and appointed him vnto the same Bishopricke: wherefore we wil and commaund you, that forthwith vpon the receipt hereof, ye proceede to the election of him according vnto the tenor and purpote of our Lawes and Statutes in that behalfe made and provided, and the same so elected, to certifie accordingly. And these our Letters shall be your sufficient warrant and discharge in that behalfe. Given vnder our signet &c. the xij. &c.

¶ The

*A patent of royall assent, with a significavit  
to the Metropolitane.*

(B) **R**Ex &c. Reuerendissimo in Christo patri &c. salutem. Cum vacauerit nuper ecclesia nostra cathed' sancti Andree Welleniens. per mortem bonæ memoriz dñi I.C. eiusd' ecclesie dudum Episcopi Decanus & capitulum Ecclesie nostre predictæ, prius licentia à nobis per eos alium eligendi in eorum episcopu & pastorem petita pariter & obtenta, venerabilem virum A. B. in ipsorum episcopum & pastorem canonicè eligerunt & nominauerunt, sicut per eorum literas quas vobis mittimus presentib' inclusas plenius liquet.

(C) Vobis significamus quod dictæ quidem electioni & personæ sic electæ humilibus eorum mediantib' supplicationibus, nostrum regium adhibuimus fauorem pariter & assensum. Et eundem electum apud vos commendatum habemus. Quocirca, vobis mandamus qd cætera omnia quæ per vos ad confirmationem & consecrationem eiusdem in dicto Episcopatu fieri consueuerunt, secundum leges & statuta regni nostri Angliæ hac in parte edita & prouisa, cum fauore & diligentia facere velitis. In cuius rei testimonium sigilla &c.

(D) If ye list to knowe further after what manner the Archbishops and Bishops be at this day chosen, nominated, presented, inuested, and consecrated to the dignitie and office of an Archbishop or Bishop, ye must see the Statute thercof made in the five and twenty yeare of our most dread Soueraigne Lord the King 15.8.

**Finis libri secundi.**

## The third Booke.

Self 400.

¶ Letters of administration.

(A) **W**Hen a man dieth intestate, the Ordinarie of the place where he dieth is to commit the administration of his goods to his wife, if he leaue anie, or the next of his kinne requiring the same, at his discretion by the statute of 11. 8. The power and charge of an administrator is equall in euery respect to the power and charge of executors, for they are both to haue and sue for his goods and debts withholde from them, and are bounde to pay his debts by specialtie, according to the value of his goods, and sometime further by their delapes or false ples which lie in their owne notice, and being true, they are peremptorie barres to the creditors of such intestate.

Self 401.

¶ A Letter of Administration.

(A) **R**. P. Legum Doctor Scaecarij reuerendissimi in Christo patris & domini dñi E. permissione diuina Ebor archiepiscopi Anglię primat & metropolitani commissarij dilecti nobis in Christo D. L. de S. Ebor dioc' vid. salutem in Domino. Administrationem omnium & singulorum bonorum iurium & creditorum q̄ fuerunt I. L. nuper de S. prædicta maritui ab intestato (vt asseritur) defuncti tempore vitæ & mortis suæ infra iurisdictionem dicti reuerendissimi patris existē tibi de tua fidelitate plurimū cōfideñ in pios vsus distribuēdū committimus. Teque administrat in, & de, eisdem bonis & cæteris præmissis præficimus, ordinamus, & deputamus per presentes. Onerañ te in virtute iuramenti tui coram nobis in hac parte præstiti quòd verum, plenum, integrum, & fidele inuentarium omnium huiusmodi bonorum conficias, & nobis exhibeas debitaque ipsius defuncti, in quibus tempore mortis suæ effectualiter tenebatur iuxta iuris exigē in hac parte bene & fideliter perfoluas, necnon compos calculum siue rationium de administratione tua huiusmodi in Scaccario  
Ebor

Seçt' 402. Letters of Administration. Lib. 2

Eborum reddas cum super hoc fueris euocata. Ac præfatum Reuerendiss. in Christo patrem & nos, ac omnes Officiarios & ministros nostros quoscunq; indempnem & indepnes versus quoscunq; ratione administrationis tuæ huiusmodi imperpetuum conserues, saluo iure cuiuscunq;. Dat' Eborum &c.

Seçt. 402. *¶ Administration by the Archbishop of Canterbury, where the intestate had goodes in diuers Dioceses.*

(A) THOMAS permissione diuina Cantuariensis Archiepiscopus totius Angliæ primas & Metropolitan illustrissimi in Christo Principis & domini nostri dñi Henrici octauæ dei gratia Angliæ & Franciæ Regis fidei defensor, Domini Hiberniæ, ac in terra supremæ Ecclesiæ Anglicanæ sub Christo capitis auctoritatē legitimē fulcit dilecto nobis in Christo Thomæ F fratri naturali & legitimo H. F. Cleric' London Dioc' nostr' Cantuarien' prouinc' defuncti salutē, gratiam & benedictionē, Cū idem H. F. cleric' vt prefertur defunctus habens dum vixit & mortis suę tempore bona nra siue credit' in diuersis Diocesi. siue iurisdictionibus iam nuper ab intestato decesserit, cuius pretextu omnium & singulorum bonorum nror', & creditor' dicti defuncti plenarie dispositio, administrationisq; eorundē concessio, compoti calculi siue ratiocinij administrationis huiusmodi audiri & analisq; liberatio siue dimissio ab eisdem ad nos solum & in solidū & non ad alium nobis inferiorē iudicē notorie dignoscuntur pertinere. Nos affect' sicuti ex officio nostro nobis conuenit, vt bona nra & credita ipsius defuncti benē & fideliter administrentur, ac in pios vsus ad anime suę salutem conuertantur & disponantur, ac benē & fideliter disponend' de eisdem. Necnon debita quecunque dicti defuncti petend' colligend', leuand' & exigend' que ad eundem defunctum dum vixit & mortis suę tempore pertinuerunt, ac de soluend' es alienum in quo idem defunctus huiusmodi mortis suę tempore



Sect' 403. Letters of Administration, Lib. 3

extitit obligatus quant' bona & debita sua huiusmodi ad hoc extendāt iuxta ratam eorundem: Tibi de cuius fidelitate in hac parte confidimus primit' de bené & fidelit' administrand' eadem & fidele inuētoꝝ omniū & singulorum debitorum huiusmodi conficiend'. Et nobis secundo die post festum sanct' F. virginis proximi futur' exhibend', Necnon de pleno & vero compoto calculo siue ratiocinio nobis aut successoribus nostris in ea parte reddend' ad sanct' dei euangelium iurat' plenam tenore præsentium cōmittimus potestāt, Teq; administratoꝝ bonorum nostrorum & credit' huiusmodi ordinamus, deputamus & constituimus per præsentēs, Sigill' nostro sigill'. Dat' London' duodecimo die mensis Septembr', Anno millesimo quingentesimo nonagesimo. Et cons, nostr' anno &c.

Sect' 403. ¶ *A Deputation to a Commissarie or Deane.*

(A) | Ohannes R. legum Doctor, venerabiliū virorum dñorum Decani & Capituli Ecclesię Cathedral' & Metropolitice Eborum, causarum siue negotiorum suorum Auditor suffic' & legitim' deputatus dilectis nobis in Christo Henric' More in legibus Baccalaureo Decano decanatus de Doncaster, & Ioh. Tias clerico Rectori ecclesię parochialis de T. Eboꝝ Dioces. salutem in domino sempiternam. Ad admittend' ac vice & nomine nostris recipiend' cautiones obligatoꝝ (præsentibus annex') tam pro secura solutione pecuniarum summarum M. I. E. & C. B. in eisdem nominatis, ac eis pro portionibus suis alijsq; legatis ac iuribus ex bonis & cattallis Magistr' A. B. sacre Theologię Baccalaureo nuper canonici residenciarij Ecclesię Cathedralis & Metropolitice beati Petri Eboꝝ prædict' patris eorum defuncti debi't, quam pro indemnitate nostra, ac Officiariorum & Ministrorum nostrorum quorumcunque versus quoscunq; , iuxta tenores cautionū prædictarum per quosdam A. S. de M. in Comitatu E. gent', R. L. de S. in

Sect' 404 VVilles and Testamentes. Lib. 3.

in comitatu N. gent' &c. in præd' cautionibus al's etiam nominat' & in Dioces. Eboꝝ degentes ac commorantes præstand', sigilland' & signand', Ac ad omnem iuris & facti effectum deliberand' : Vobis coniunctim & diuissim de quorum fidelitatibus circumspectionibus ac industrijs plurimum confidimus vices & auctoritat' nostras committimus per præsentēs . Et quid in præmissis feceritis nos seu locum nostrum tenent' seu teneñ citra festum Purificationis beatæ Mariæ Virginis proximum futurum post dat' præsentium de gestis in hac parte vnâ cum præfētibus & cautionibus huiusmodi debīt certificetis seu sic certificet ille vestrum qui præsentē nostram commissionem fuerit execut'. Dat' Eboꝝ sub sigillo officij prædict' decimo die mensis Decembris , Anno Domini Millesimo, quingentesimo septimo .

¶ VVilles and Testamentes.

Sect' 404. ¶ A verie perfect forme of a Will.

(A) **I**N the name of God , Amen. The xxvj. day of Aprill in the yeare of our Lord God , one thousand five hundredeth and nyntie , I John W. the vnprofitable seruant of God , weake in bodie , but stronge in mynde , do willinglie and wyth a fræ hart render and gyue againe into the handes of my Lord God and Creator , my spyrite which hæe of his fatherly goodnesse gaue vnto mee , when hæe first fashioned mee in my Mothers wombe , making mee a lyuing creature , nothyng doubting but that for his infinite mercyes set forth in the precious bloude of hys dearely beloued sonne Iesus Christ , our alone Sauioꝝ and redeemer , will receyue my soule into hys glozie , and place it in the companie of the heauenly Angells and blessed Saintes . (B) And as concerning  
my  
III

my bodie euen with a good will and fræ hart I giue it ouer, commending it to the earth wherof it came, nothing doubting but according to the Article of my sayth at the great day of generall resurrection when we shall all appeare before the Iudgement seate of Christ, I shal receiue the same againe by the mightie power of God, wherewith he is able to subdue all thinges to himselfe, not a corruptible, mortall, weake and vyle bodie, as it is now, but an vncorruptible, immortall, strong and perfect bodie in all pointes like vnto the glorious bodie of my Lord & Sauioz Christ. (C) First as touching my wife with whom I coupled my selfe in the feare of God, refusing all other women, I lynked my selfe vnto hir, luying with hir in the blessed estate of honozable wedlocke, by whom also theow the blessing of God I haue now iij. sonnes and iij. daughters, viz. J. W. L. J. Ja. J. and A. And albeit I doubt not but that God after my departure according to his promise will be vnto her a Husband, yea a father, a patron and defender, and will not suffer her to lacke if she trust, feare and serue him diligently calling vpon his holy name: yet forasmuch as God hath blessed me with worldly substance, and that she is myne owne flesh, and who so prouideth not for his, denyeth the faith, and is worse then an Infidell: I therefore giue and bequeath vnto hir for terme of hir lyfe, if she remaine so long vnmarrped, the occupation of this house, and fermeholdes wherein I now dwell at H. with thappurtenances, euen as I presently occupie the same. And also the rentes and profitcs yerely arysing of my fermeholdes in H. in the tenure of J. M. And likewise the occupation of all other my landes and tenements, set, lying and being in the Parrysh of D. in the Countie of P. doing no wast, with also hir thirdes out of all my goodes (except my takes, chattels, and leases,) obseruing the conditions, giftes, bequeastes, and legacies hereafter insuing in full recompence of hir thirdes or dower of all my landes and tenements. And except and allwayes reserued to mee and myne heires for euer my King

King of gold which I use to weare and seale withall, and all mine Armoz and furniture for the warres &c. with all the glasse and wapnshot in and about my houses at H. All which my will is, shalbe anuered to the frechold, and remaine as heirelomes to my said house and mine heires forever. (D) And if it shall fortune my said wife to marrie againe and take an husband, then my will and full mynde is that my said house at H. and all other my said lands, tenements & sermes at H. and D. aforesaid with their profits and appurtenances, shall remaine, descend and come immediatly to thuse, bechose, and occupation of W. L. J. and A. my childzen, during the minezitie of myne heire male (doing no maner of wast during the said terme.) And in full recompence thereof, my said wife to haue during the terme of hir lyfe naturall the summe of xl. poundes of lawfull money paid pccrly out of my foresaid landes and tenements in H. and D. wherewith shee saith she is now right well pleased and contented: Let this suffice for my wiues portion, whom I doubt not but God will take into hys protection and so provide for hir in the time of hir short pilgrimage, that shee shall want no good thing, and I hartely desire hir, that shee be diligent in training by our said childzen in the feare and doctrine of the Lord, so shall God bee vnto hir a husband, and to the childzen a father. (E) Moreover as touching my childzen, albeit I am fully perswaded that God according to his promise wilbe a father vnto the, and if they lyue in his feare hee will not see them lacke, yet since the law of God and nature require that I should haue a reasonable care of them: Therefore I giue vnto mine eldest sonne F. and to the issue male of his bodie lawfully begotten, all my landes, tenements & hereditaments wyth their appurtenances in H. and A. &c. or elsewhere within the realme of England, purchasod of A. B. the portion appointed to my said wife, for and during hir life vnto hir marriage as aforesaid alwaies excepted and forprised. And for default of such issue, to W. my second sonne, & to the like issue



male of his bodie . And for default of such issue to L. my third sonne, and to the like issue male of his bodie . And for default of such issue to the next heires of me the said J. H. for euer . (F) And to the sayd J. and A. H. I giue and bequeath the other two partes of all my goodes , except my leases & one hundredeth poundes giuen to M. and L. as hereafter is exprested and appointed . (G) Provided alwaies that if my said sonnes M. and L. or either of them do fortune to die before they shall accomplysh the full age of xij. yeares , then the suruiuor of them shall enjoy such his portion , as is limited and appointed to be payd , viz . fiftie poundes to eche of them . (H) And if it fortune God to take to his mercie both my sayd yonger sonnes before the accomplishment of the said xij. yerres aboue recited , that then both their said portions to be equally diuided amongst my daughters then lyving . (I) And if it fortune my wife to be with childe at the time of my death , then that child to haue as much in euery respect as the said J. and A. through out all the two parts of my said goodes , and all other legacies before or hereafter mentioned , appointed and set out . Provided alwaies that if I marie any of my said daughters before my death , then that daughter to haue no part of my said two partes of my said goodes in any other sort then as to haue hir part of such childes portions of my goodes , as shall fortune to die , as is hereafter exprested . (K) Provided that all my leases shalbe taken as no part of my goodes but deliuered vnto my superuisors safely to be kept to the vse of my next heire during the nonage of my said next heire , putting in good suerties in one thousand Markes to my said superuisors and exccutors to aunswere such portions and legacies as herein is mentioned , declared , appointed , and giuen to the rest of his brethren and sisters out of my sayd leases , as also truly to obserue such limitations & estates as herein is also appointed and set out . (L) And that he shall not alien , bargain or sell any of my leases , but that the same shall after his decease remaine to my next heire male

male, for the better maintenance of this my house at **H.** & so from heire male to heire male. (M) Nor shall not make any leases about the terme of twentie and one yerres, or one or two lyues at the most, reseruing the rentes now accustomed. (N) And if he shall refuse so to do, then y. whole partes of all my said whole landes to go to **W.** my second sonne, he putting in good suerties as aforesaid. And in default thereof then to **L.** likewise as aboue is said. (O) Item I will that in case two partes of my goodes will not answer euery of my daughters the full summe of two hundred pounds for their mariages, then I will that there shalbe taken out of mine owne lands commonly called **T.** xx. poundes yerely, and out of my lease of **H.** yerely untill such time as euery of my said two daughters haue had the full summe of **xx.** for their said filial portions. (P) And if it shall fortune any of my said daughters to die before the age of xix. yerres vnmarried, or married not hauing any issue of her bodie lawfully begotten: Then I will that her portion so dying shall remaine to the other of hir brethren & sisters suruiving. (Q) And if it shal fortune, God so take an other of my said daughters in maner and forme abouesaid: That then the second daughters portion so dying shalbe likewise equally deuided betwix my yonger sonnes & the daughter then suruiving. (R) Prouided alwaies that if the said **W.** and **L.** or any of them do refuse to stand to this mine appointment: That then they to haue onelie their filiall portions of my goodes, and no part of my leases or other annuities or legacies in this my will giuen or bequeathed vnto them or any of them, & that then the said legacies or annuities appointed herein to go wholly to my daughters, til such time as euery of them haue the said **CC. li.** paid for euery their portions. (S) And if my wife bestow any more of my said sonnes let it be vpon their good behauior towards her. And yet if it fortune my said wife to die before they or any of them do accomplish the age of xxvj. yerres, applying them selues obediētly, & likewise diligently at their

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lear.

learning, I will then after her deceale they and either of them so applyng and being vnder the age of xxvj. yerres shall haue paid xl. s. more yerely out of my moitie of B. vntill such time as they and either of them do accomplissh the full age of fortie yerres, if they so long do lyue. (T) Item I will in consideration of my said daughters portion so appointed out of my said goods: That ~~III~~ <sup>II</sup>. my second sonne shall haue one yerely annuitie of fiftene poundes during the minoritye of mine heire, whereof eight poundes sixe shillings and eight pence to be taken of the profits arysing of my lease in B. and vj. li. xij. s. iij. d. out of my moitie of A. And after such time as my said heire shall accomplish his full age, then and from thenceforth the said ~~III~~ <sup>II</sup>. to haue the said fiftene poundes paid yerely out of B. during xij. yerres then next following, if the said ~~III~~ <sup>II</sup>. so long do lyue. And if he die before the end of the sayd xij. yerres and leave issue of his bodie lawfully begotten, then that issue to haue onely vj. poundes thirtene shillings fower pence paid yerely during the yerres to expend of the sayd xij. yerres, if that issue so long do liue, to be taken of the profits of B. aforesaid, at the feasts of Pentecost and S. Martin by euen portions. (V) And for nonpayment the said ~~III~~ <sup>II</sup>. and likewise his next issue from time to time to distreine vntill the same be fully satisfied and paid with the arrerages if any fortune to be vnpaid. (W) Item I giue and bequeath to L. <sup>II</sup>. my third sonne one yerely annuitie of vj. li. xij. s. and iij. d. whereof iij. li. to be paid yerely out of my said lease of B. And likewise fower marks out of A. during the minoritye of my next heire. And after my said heire doth accomplish his full age, then the whole vj. poundes xij. s. and iij. d. to be paid during the terme of xxx. yerres then next following out of my said lease of B. if he so long do lyue, and if he die before the end of the said terme of xxx. yerres and leave issue of his bodie lawfully begotten, then that issue to haue onely five markes yerely during the said yerres to expend if the said issue so long liue, & to be paid at the feasts abovesaid, with

with like distresse to be taken for nonpayment thereof. (X) And if it fortune anie of them to die before the ende of the saide tearme of thirtie yeares and leaue no issue of his body liuing, and the other brother hauing issue, then that brother iurruing, and his saide issue so liuing to haue yearely during the said yeares to expend onely sixe pounds thirtene shillings and fower pence, and no more out of B. as foresaide. (Y) And if it please God to take to his mercie J. mine eldest sonne wythout issue male of his bodie lawfully begotten, so as thereby my landes do descend vnto the said W. his brother, that then this legacie or annuitie so bequeathed and giuen vnto the said W. and his issue to cease, and to be paid to L. and his next issue in manner and fourme as is appoynted to the saide W. and his issue, and the said legacie or annuitie so first giuen vnto the saide L. and his issue, to be boide. (Z) And if it shall fortune my saide sonne J. to die and leaue issue female of his bodie lawfullie begotten, that then the saide W. or L. vnto whome my saide landes shall come, or the next heire male of them shall pay vnto that issue female of the bodie of the said J. five hundredeth markes towarde the preferment of that issue female, wythin five yeares nexte after the said issue female shall accomplish the full age of eightene yeares, that is to say, one hundred markes yearely, if she doe liue so long, or to the issue of her bodie lawfully begotten, if that issue so long do liue. And for nonpayment thereof in manner and fourme abovesaid, that then that issue female, and the issue of that issue female lawfully begotten, to haue and to hold vnto her and the heires of the bodie of the saide issue female lawfully begotten, all my landes within the Lordship of D. purchased of &c. to the said issue female, and the issue thereof lawfully begotten for euer. And for defaulte of such issue to my nexte heire male, and their heires for euer. Provided alwaies, that my wife shall haue the occupation of the lands and tenements contained in my saide leases to her owne proper vse and good education



education of my childzen, so long as shall please her, and keeping her selfe unmarried, and in my name paying after the rate of five pounds lesse in the whole yearly rent then an other will do for the same, and not otherwise. (.) Prouided also, that if it shall fortune God to take all mine heires, before they shall haue issue male lawfully begotten, so as there be no issue male proceeding of them or anie of them, so as thereby my lands do discend to the issue female: Then that issue female shall within two yeares next ensuing such certaine knowledge had, and vpon reasonable demaund made, enter bond to pay or cause truly to be contented and paid to the next issue male of my brother R. H. ij. C. markes of lawfull money of England. And for default of such issue male of my said brother then to pay vnto his issue female i. C. marks. And to y<sup>e</sup> next issue females of the abovesaid W. L. J. J. and A. v. C. markes, viz. to euery one of them i. C. markes, if the saide issues doe liue untill they be of the age of nineteene yeares, and if anie of them die before that time, then the suruiuors to enioy the portions of them so dying. (†) And for nonpayment of the saide seauen or sixe hundred markes as abovesaid: Then the issue male of my said brother, & likewise the issue females of my said brother, And also the issue females of the said W. L. J. J. and A. to enter into my moiety of my manor of A. and the same to holde, occupie, and enioy to them and their heires for ever. This seuen or sixe hundred markes, as aboue is mentioned, I giue as a token of continual remembrance of the hartie zeale, loue, and affection I beare to the advancement of the issue generall of me and my said childzen, as also the surname and whole bloud of me the said J. H. and the issue of my said brother. (AA) Item, I giue and bequeath vnto my said louing brother R. H. if he be liuing at the day of my death, my best golwne &c. (BB) Item, I giue vnto euery of my seruants in my house at the day of my death &c. if they vse themselves diligently & honestly toward my wife during one yere then following &c. (CC)

(CC) Item, I giue to **P. W.** my godsonne one colt of threē or foure yeares old, to be deliuered vnto him when he shall accomplish the age of one and twentie yeares. And to **A. C.** if she be liuing at the day of my death, one ewe. And to **H. B.** an olde Angell. (DD) Prouided alwayes, that if my wife do make anie challenge or claime to anie parte of the thyrds, either of my lands or goods, or to any part thereof by force of being executrix, other then before is mentioned, & set out for her, as in such like cases many unkind women haue done contrary to the good mening, wil & trust of their husbands in prejudice of their naturall childre, which my said wife hath faithfully promised to me she wil not do, the rather for that I haue done nothing herein but by her full consent & agreement in euerie behalfe, that then she to lose the benefit of al such legacies & all other commodities appointed & giue hereby to her, & the same to remain amongst all my childre. (EE) Now as touching the poore, insomuch, as these worldly goods were giuen to me, that I should distribute part thereof to their necessity by. y<sup>e</sup> poore, lame, blind & comfortles. And albeit I haue bin quick in words, to such as were sturdy vagabonds, & idle loiterers well able to get their liuing by their labour, yet I haue not altogether bene unmindful of them, but distributed part of such as God sent me: hauing alwayes thought it better in those causes to work while I liued in this world thē to haue thē done after my departure by executors. Yet notwithstanding I wil, that there be distributed and giuen amongst y<sup>e</sup> poore within the parishes of **A.** vpon the **S.** tenne li. which I will haue bestowed in manner and forme folowing, viz. euery Sunday during the space of ij. whole yerres, next after my death xij. peniworth of bread, which I wil haue bestowed vpon xij. poore folkes viz. the halte, the lame, the blind, the sicke, and such other as be most comfortlesse, and not able to labour. (FF) I thinke it also a deede of charity, and commendable work before God to repaire the high ways, that the people may trauaile safelie without danger, I therfore giue to  
the

the mending of the highwayes about S. B. and S. B. at  
H. twentie shillings to be employed by the discretion  
of my louing wife, whome I do ordeine and make my  
full executrix. (G G) And if she refuse so to be, then  
I ordeine and make W. L. J. and A. my children mine  
executors: and my berie louing friends and cousins A. B.  
et. my superuisors, charging them, and euerie of them in  
the name of God, as they will answere before the high  
Judge Christ, at the dreadfull daie of doome, that they, and  
euerie of them do see this my last will diligently and faith-  
fullie fulfilled in euerie behalfe without respect of anie per-  
son or persons whatsoeuer. (H H) Provided always, that  
if anie person or persons which shall enioy anie benefite by  
force of this my last wil, other then their filial portion, wil  
not be ruled, as well in their educion and marriage, as in  
all other lawfull things concerning this my last wil by my  
said executrix: And she being dead, by my said superui-  
sors, or the most part of them, and they being dead, by foure  
of their vncles, or other their nearest friendes and alics in-  
differently elected, the same being knowne to be wise in-  
different and of good discretion, that then they, and euery of  
them so refusing utterly to lose all such benefite as they, or  
any of them might haue by force of this my last will and  
testament, & the same portion or benefite so giuen then to  
remaine to such, & as many as wil be ordered & ruled, as is  
before mentioned and declared. (I I) Item, I bequeath  
vnto euerie of my said superuisors for their paines tak-  
ing one Golde ring of halfe an ounce wyth these wordes  
grauen seale wise vppon the toppe of euerie the said ringes  
Esto fidus. And also I will that their reasonable costs and  
charges be duly answered to currey one of the of my whole  
goods from time to time with recompence for their trauell.  
(K K) Provided always, y if it shall fortune any question,  
ambiguity, or doubt to arise amongst my childre or anie o-  
thers, clayming any benefite by force of this my last will,  
that the onely exposition, determination, and iudgement  
thereof

thereof shalbe determined and iudged from time to time to the best of my minde, and according vnto the literall sence and meaning of this my last will in euerie behalfe, and by the exposition and discretion of my said superuisors, and others, as aboue is said and expessed, and not otherwise. (L L) Prouided alwayes, and my full minde and determine pleasure is, that in case my next heire male, or anie the heires males of his body lawfully begotten, and likewise my sonnes W. and L. or the issue male of anie of them to whome my saide lands shall descend and come, do seeke any meane or aduantage by Lawe or other fraude to conuey, sell, aliene, or otherwise to make any estate whatsoever, contrarie to the true meaning of this my saide last will and testament, to defeate, or disinherite anie of his or their other brethren, and theirs males of their bodies lawfully begotten, or anie other before recited, being their brethren or cosins, be they either males or females, contrarie to such limitation, as in this my said will is specified and contained, and doe refuse to enter bond with good sureties, in sorte as my saide sonne J. is to doe, then I will that all such estates as be limited to such persons so doing, to be utterly void and of none effect, and that the next heires males to him or them shall enter into, and quietly enjoy all my said landes, and tenementes whatsoever, in manner and forme before specified, and not otherwise, anie acte or acts done or to be done by my said next heire, or the heires of his bodie in anie wise to the contrarie notwithstanding. And the like order to be in euerie point and behalfe truely obserued by my second sonne or the heires of his bodie. (M M) Item, I giue to my lord W. L. high tresuro<sup>r</sup> of England, if he be liuing at the day of my death, and the Quenes Maiestie iustlic entituled to the wardship and marriage of my nexte heire twentie poundes, in consideration that my wife may after my decease haue the wardeship of my said heire, and the landes descending to the Quenes Maiestie in lease, during his minority, his Lord taking what shal best



best like him for her Highnesse. And I doe hereby reuoke and adnull all former willes. In witnesse whereof I haue hereunto subscribed my name, and set my Seale vnto this my present last will and testament, the daie and yeare first aboue written, in the presence of A. B. C. D. E. F. G. and diuerse other.

Sec<sup>t</sup> 405.

*G. An other for a Will.*

(A) IN the name of God Amen, the second day of January 1590. A. L. of xx. sicke in body, but of good & perfect memorie (God be praised) do make and ordain this my last wil & testamēt in maner & forme following, that is to say: First I commend my soule into the handes of God my maker, hoping assuredly thzough the onely merites of Iesus Christ my Sauour to bee made partaker of life euerlasting, and I commend my bodie to the earth whereof it is made. (B) Item, whereas I by dedde indented, bearing date &c. haue enfeofed T. W. and W. W. of diuers lands and tenements in M. and B. to the vse in my last will and testament to be limited and appointed: my will therfore is, that they the said T. and W. shall take the rents, issues, and profits of the same lands and tenements yearely, by the space of xx. yeares nowe next ensuing, and therewith pay such debts as I owe, and such legacies as in this my last will shall be contained, so farre forth as the profitest thereof will extend. (C) Also I giue and bequeath to E. my wife fortie poundes, ouer and besides such parte of my goodes as she (by the Lawe) ought to haue, if no legacie were vnto her giuen. Item, &c. to T. L. my sonne & heire apparant all glasse and feeling, in, or about my house in M. alsoresaid. (D) Item, I will, that the residue of my goodes, and the surplusage of the profitest of the said landes so conueyed vnto the said T. W. and W. W. which shall remaine (my debts, legacies, funerall expences, and my wiues thirde part paid and deducted) shall equally be parted and diuided amongst W. K. B. and G. my childzen, and such childe or childzen as my wife hath now conceiued (if  
thre

shee haue conceited anie) and the said portions to be payde vnto them when they shall accomplish the age of one and twentie yeares . And if anie of my saide children doe die before he or they shall haue receiued their sayd portion, not hauing anie childe then liuing, then I will so much of his or their portion so dying as shall happen to be vnpayde at the time of his or their death, shall be payde vnto the rest suruiuing . (E) Prouided alwayes, that if either of my saide daughters be married after she shall bee of the age of sixtene yeares, that then the portion of her so being married, shall be payde vnto her w<sup>th</sup>in one halfe yere after the said marriage . (F) And I will, that the saide T. W. and W. W. shall haue the custodie of the saide W. and K. my sonnes and of their portions and of the said T. L. my sonne and heire apparant, and of all his landes and goodes untill hee bee of full age of one and twentie yeares, and they to be brought vp and ordered at their discretion, they hauing reasonable allowance for the keeping of them . (G) And I will that my wife shall haue the custodie of my saide daughters, and their saide portions, if shee first finde such sufficient securitie to be so bounde in the double value of their said portions vnto the saide T. W. and W. W. as they shall accept and like of for the payment of their said portions accordingle, and if they doe finde no such sureties, that then shee to haue for the keeping of either of them fortie shillings, by yere, and the said T. W. and W. W. to haue the custodie of their said portions accordingle . And also I giue to my chiefe husbandman sixe shillings and eight pence, and to euery o<sup>r</sup>ther of my men seruants iij. shillings and iij. pence, and to euery of my maide seruantes twentie pence besides their wages &c. Item, I make the said T. W. and W. W. executors of this my last will and testament : and I make K. K. and K. W. superuisors thereof. In witnesse whereof &c.

Self 406. ¶ A perfect testament and last will.

(A) | N the name of God Amen, the eighteenth day of  
 Januarie in the yere of our Lord God 1536. I W.  
 W. being in good health of bodie, and of good and perfecte  
 memorie, (thanks be vnto almightie God therfore) doe  
 make and ordaine this my last will and testament in wri-  
 ting, as well concerning the disposition of all my manors,  
 lands, tenements, and hereditaments, as also of all my  
 goods, and cattelles whatsoever in manner and forme fol-  
 lowing (that is to wit :) First I doe by these presents ab-  
 rogate and disanul all former willes by me made before  
 the date hereof, and most ioyfully commit my Soule into  
 the handes of Almighty God my Creator, whom I most  
 humbly beseech to accept the same, and forgive me all my  
 sins through his mercie, and by, and for the passion, death,  
 and merites of our Lord and onlie Saviour Iesus Christ,  
 who of his infinit merrie and loue hath redeemed me from  
 the bondage of hell, death, and euercasting damnation, that  
 made full satisfaction to his heauenlie father for all my sins.  
 And I will that my body be buried in the Church of A. in  
 the countie of D. if it chance me to die nere the same. And  
 if not, then to be buried at the discretion of my executors,  
 and supervisors of this my last will. (B) And for that I  
 doe desire of God and wish with all my heart, a louing  
 and frendly agreement betwixt my wife and children after  
 my death, I haue thought good with my selfe, that it should  
 be best for them, and euerie of them seuerally, that I should  
 make a deuise and declare my minde in this my will tou-  
 ching all my manors, landes, tenementes, and heredita-  
 ments, goods, and cattelles. I giue and bequeath to W.  
 my wife, all my manors of A. B. and all my landes and  
 tenementes, rents, hereditaments, and colepits, with the  
 appurtenances, in A. B. aforesaid, and convenient wayes  
 and passages for all and euerie person and persons to, and  
 from the same premisses, and euerie of them. And suffici-  
 ent place and places for staking and laying of the coles to  
 be

be gotten in the same pits untill they shalbe sold and caried away. And convenient places for all the horses, oxen, carts and cariages comming to the said coalpits during their tarying there. (C) Except alwaies all the messuages, houses, landes, tenements, closes, medowes, & pastures which I haue now, or at the time of my death shall haue in myne owne manurance and occupation being parcell of any the said manors, landes or tenementes, or within any of the towne, hamlets or places aforesaid. (D) Also I giue and bequeath unto the said W. my wife such coalpits as shalbe going at the time of my death, and also full power, authoritie and libertie to digge, vse and haue two coalpits to be commonly going yercly in my landes and tenementes in A. aforesaid, wyth free libertie to digge new pits when any old pit or pits shall faile, with sufficient pinchwood for the same to be taken within A. aforesaid, making no spoile in or of the same woodes. And also I giue and bequeath to the said W. my wife libertie and full authoritie to cause to be felled al myne vsuall springwoodes in A. aforesaid, and in the parish of A. in the seasonable time of the yere. And my will is, that shee cause the same to be well fenced and kept of her owne costes & charges for the sauing of the springes there. And shee to haue alwaies for fencing and keeping the same of the rents and revenues of the premises to her bequeathed in forme aforesaid, so much as shalbe expedient about the same. To haue & to hold the same manors, landes, tenementes, rents, & coalpits, and the money, rents, revenues to be receiued of, for, or worth of the same, and of the said springwoodes, manors, landes, tenementes, and coalpits, and other the premises, (except before excepted) to the said W. my wife, from and immediatly after the day of my death, to the intent that shee the said W. my wife shal pay, vse and bestow the said rents, issues and profits of all and euery the said manors, landes, tenementes, coalpits, springwoodes, and other the premises to her before giuen and bequeathed, as is hereafter willed, appoynted and

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declared



and declared in and by this my last will and testament, and according to the true meaning thereof, and to none other use or uses. (E) And therefore by these presents I do let it be knownen, that my full meaning, will and intent is, that the said Will. my wife shall and may distraine for the rents of the premises, for and to the uses in this my will specified & declared, in like manner as I my selfe in my life time might have done, or as mine heires may distraine for the same after my death. (F) And it is to wit, that first I will declare and appoint by this my present last will and testament, that the said Will. my wife shall of and with the said rentes, issues, revenues and profits of the said landes, manors, tenements, springwoodes, coalepits, and other the premises to her given and bequeathed as is aforesaid, pay all such debtes as I shall owe at the day of my death, and also such legacies, bequestes and annuities, as have bene heretofore graunted by mee to any person or persons, or be specified and appointed to be paid to and by this my will. (G) And also by a Schedule to be subscribed with mine owne hande, if I shall make or cause to be made any such schedule, The which schedule (if any shalbe) I will that it shalbe and bee taken and accounted to be a part, parcel and member of this my present Will and testament, and not to bee accounted or taken as any new or other will. (H) And I will and appoint that my saide wife shall with and of the sayd rentes and profits of the said manors, landes, tenementes and coalepits, springwoodes, and premises to her given, limited and bequeathed, as is aforesaid, first content and pay to the said W. B. his executors or administrators the five hundred poundes at the severall daies and feastes, in manner and forme as I stand bound by the two severall Obligations for the said payment thereof. And my will is, that the summe of five hundred poundes to be paid to the said W. B. in manner and forme aforesaid, shall stand and be to the said W. B. for and in full contentation, satisfaction, payment and full discharge of all  
and

and every her childes partes and portions of all my goodes and cattells, and of all that shee can or may claime of the same or any parcell thereof, by or after my death by any way or means. (I) And further my will is, that if my said wyfe doth thinke the rents and profits of my manors, landes and tenements appointed for the payment of my said daughter is. her portion; and my debtes and other bequestes and legacies contained in this my will & schedule in convenient time cannot be receiued and leuiued: So that the same may be paid and satisfied according to my meaning therein declared: Then I will that for the speedyer payment of the sayd debtes and legacies and satisfying of such bondes and briles, as I shall then stand bound in: that then shee the said W. my wife shal haue full power, authoritie and libertie by virtue and force of this my will, to sell one tenement in B. with all the lands, meadowes, pastures and other the appurtenances thereunto belonging, of the perely value of twentie poundes and 4s. So that shee sell the same for or aboue xxiij. yeres purchase, and bestow the same as abouesaid. (K) And if the said W. my wife shal refuse the performance of thys my will, or die before the same be performed, and haue not nominated or put in trust any person or persons for the performance thereof: Or if shee shall nominate any person or persons for that purpose, and the person or persons whom shee shall so nominate should refuse to take vpon them the performance of this my will: Then my will is, that my sonne and heire shal haue and take vpon him the performance of this my will in all thinges, in maner, forme and order, as my wife should haue done being bound thereunto, and not in any other forme, maner or order. And if my sayd sonne and heire shall refuse the performance thereof: Then my will is, that the Superuisors or ouerscers of this my will shal haue and take vpon them the performance of this my wil and last testament in all thinges, in such maner, forme and order, as my said wyfe or my sayde sonne and heyre should

haue done, if they would haue agreed therunto, (all such things as I haue appointed for heirelomes vnto my sayd wife onely excepted, and the executozship which I did then giue vnto my said sonne & heire.) (L) Also my wil is, that vpon the full payment of my said daughter Is. her portion, my debtes and legacies in this my said will specified, and my funerall according to my degree honestly discharged, my said wife, (or if shee die before) then such person or persons as shall haue the administration and execution of this my will shall iustly make their accompt, and immediately from that time forth my said sonne & heire shall haue all the said manors, landes, tenements, and hereditaments which are bequeathed to my said wife, and that my sayd sonne shall from thenceforth pay and discharge all annuities which my landes are charged withall by this my will and testament, or other waies. (M) Also I will that my said wife, or her assignes of the premisses perely so long as shee or they, or any of them shall haue or occupie my sayd manors, lands & tenements, so to her bequeathed in forme aforesaid, by force of this my will, shall of the rentes and profits thereof, of all such annuities and rent charges, as I by my seuerall deedes seuerally graunted vnto, during the continuance of their seuerall estates in the same seuerally conteyned, and in maner and forme therein seuerally expressed, according to the effect and true meaning thereof pay or cause &c. (N) Item I giue and bequeath vnto my said sonne the vse of my Chaine of gold, my sealing Ring of gold, and the vse of all my plate, That is to say: ij. dozen of silver Spones, and another dozen gilt, ij. silver cuppes, & ij. silver tunnes with a couer gilt, vij. standing goblets parcel gilt, ij. white silver boules, ij. little cuppes of silver, a basin & an ewore of silver, ij. lueric pots of silver parcel gilt, a great silver Salt double gilt with a couer, a double Salt of silver gilt with a couer gilt, to haue the vse, occupations and keeping of them as heirelomes belonging to my house of W. and to be there & to remaine there from heire

to heire, and heires of my bodie which shall haue the inheritance of the said house as heireclothes, so long as it shall please God of his goodnes that the said inheritance shal continue in the issue of my bodie. (O) Item I giue to A. to be paid to hir at the day of hir maryage, or when shee shal accomplish the age of xxi. yerres, which soeuer shall first happen, if shee shall marrie or lyue to that age C. li. &c. (P) Also I giue and bequeath to euery of my seruants, aswell men seruants as weomen seruants being in wages wyth mee at the time of my death, and that haue serued mee thre yerres befoze my death, one halfe yerres wages, And those y haue serued mee two yerres befoze my death one quarters wages ouer and besides their due after thys my death. (Q) Item I giue and bequeath to the amending of K. lane in K. xx. Shillinges, And also to the poore people of the parish of K. xx. Shillinges to be there bestowed vpon them. (R) Item I giue and bequeath vnto my said wife for the terme of her life onely in recompence of hir thirde & dower of all my manors, lands, &c. my manors of H. and all other my lands in H. aforesaid, if shee like therof, & if shee do mislike thereof, then shee to be at her libertie concerning her dower or the thirde of all my lands. And further my will is, that if my said wife shalbe lawfully troubled for or euicted from all or any part or parcell of the said landes & tenements to her assigned in forme aforesaid for her Dower: That then shee in recompence may haue and enter into as much of my other lands, as the land which shalbe euicted & taken from her shal amount vnto. (S) And I will and bequeath to my said wife in recompence of her thirde all my other goodes & chattels, implements, household stufte & utensils that shalbe and remaine in or about my house of A. at H. aforesaid at the time of my death, except such things as by this last will I giue otherwaies. (T) Item I will, that if my said wife die befoze all the said summes by mee limited & appointed to be paid by my said wife, of the rents, reuenues & profites aforesaid shalbe by her receiued: Then I



will, giue, & bequeath full power and authoritie to my said wife, that she the said W. may and shall assigne & appoint his interest, right, and trust, to and in all such the said manors, lands, tenements, coalpits & profits, as I haue given to her for and towarde the payment of my said debtes and legacies, and for the preferment of my said daughter. In forme aforesaid, to such person or persons as shee shall then thinke mete and conuenient to name and appoint for that purpose. To haue and to hold to the same person or persons, untill they which shall be so vnpaid, and shall then haue most right thereto, shall, may, and haue receiued one after another so much of the rents, reuenues and profits aforesaid, as shall make vp and suffice for the full payment of so much of the said summes as shalbe vnreceiued and then due vnto them, as is aforesaid. (V) Item my will is, that my said wife or such as shee shall put in trust, as is aforesaid, shall of the said rents and reuenues pay & beare all charges in procuring of my will and finding the office of my landes after my death: So that this my last will bee truly found and mentioned in the same office. (W) The residue of my goodes (my funerall expences made, my legacies performed, & my debtes paid) I giue and bequeath vnto my said wife, to whom I make my sole executrix of this my last will and testament. Item I constitute, ordeyne and make A. B. C. D. and E. F. the Superuisors of thys my said Will and testament, desiring them and euery of them, and also giue them full libertie and authoritie to see the same deliuered and truly executed & performed, according to my true meaning and my trust reposed in them, & for their paines therein sustayned I giue to euery of them that will take paines in the faithfull accomplishing of this my will, according to my true meaning therein sortie shillings: And I will that they and euery of them taking paynes in and about the execution of this my will, or in, or about any thing or thinges needefull for the performance of this my said Will, shall haue their reasonable costes

costs and charges borne & allowed at al and every time and times that they or any of them shall traueil or take paynes as is abovesaid of the rentes, profites and issues of my said landes first bequeathed to my said wife. (X) Item my will is, that all such debtes and summes of money as shal be owing vnto mee at the day of my death, shalbe receiued by my said wife, and be bestowed towards the payment of my said debtes and legacies. In witnesse whereof to this my present Will, I haue subscribed my name, and set to my Seals the day and yere first aboue written.

Sect' 407. ¶ A good President for a Testament.

(A) I N the name of God Amen. The xij. day of the Month of M<sup>o</sup>. the yere of our Lord God M. D. &c. I R. M. Mercer and Citizen of L. being of whole mind, and in god and perfect remembrance, laud and praise bee to Almighty God, do make and ordaine this my present Testament, contayning herein my last will in manner and forme following, That is to say: First I commend my Soule vnto Almighty God my maker and redeemer, and my bodie to bee buried in the parish Church or churchyard of Saint B. in the Citie of London. Item toward the reparation of the same church xij. shillings iij. pence. Item I will that all such debtes and duties as I owe of right, or of conscience to any person or persons, be wel and truly contented and payed by myne executors hereafter named, or els ordaine so for to bee paid without any delay or contradiction. (B) And after my debts paid, and my Funerall expences performed, I will that all my goodes, cattels, and debts shalbee deuyded into three equall partes, whereof I wpll that Anne my wyfe shall haue one equall part to her owne proper vse in the name of her purpote and reasonable part to hir of all my said goodes, cattels, and debtes, after the laudable Custome of the Citie of London belonging. And the second equal part of all my saide goodes, cattels and debtes whatsoeuer:

¶ I be

¶ I be

I bequeath to E. & M. my daughters, and to the child now being in the wombe of my said wife equally to be deuyded amongst them, and to be deliuered vnto them when they shall accomplish & come to their lawfull ages of xxi. yerres or els be married &c. (C) And if it fortune any of my sayd children to decease before they accomplish their said ages, and before that time be not married: that then I bequeath her part or hys part of them so deceasing, to the other of them then suruiving, to be deliuered vnto them when they shall accomplish their said ages of xxi. yerres, or els be married. And if it fortune all my said children to decease (as God it defend) before they accomplish their said ages, and before that time be not married: Then I bequeath aswell all and singuler the said part and portion of my said children in my foresaid goodes, cattels and debtes, as also my legacies to them hereafter bequeathed to and amongst the children lawfully begotten of the bodie of R. M. of S. in the countie of K. to be paid and deliuered to them at like ages, and in like maner as is appointed vnto myne owne children, and every child lyke wise to be others hys thereof. And if it shall fortune all the children of the said R. M. of his bodie lawfully begotten to decease (which God defend) before they come to their lawfull ages, and before that time be not married: Then I will that all their said partes and portions of my said goodes, cattells and debtes shall wholly be employed and bestowed in amending and repairing of high norous waies nigh about the citie of London, and to the marriage of poore maydens, by the discretion of mine executors and ouersers, if they be then liuing, or els by the discretion of the Lord Maior and his Bretheren the Aldermen of the citie of London. (D) And the third equal part of al my said goodes, cattels & debtes I reserve vnto mine executors, therewith to performe my legacies & bequestes hereafter specified, y is to wit. (F) First I bequeath to my Mother in law Mistres A. C. a Jewell of the value of xx. li. Item I bequeath xxx. li. to be distributed shortly after my decease

decease to & amongst the poore householders inhabiting with in the said parish of S. p. by the discretio of mine executors & ouersers. (F) Item, I bequeath to the poore prisoners li all the prisons and gaoles of L. and S. r. li. sterling to be equally diuided to them by mine executors. Item, I bequeath to K. L. r. li. and a gowne. (G) Item I bequeath to P. J. my seruant r. li. to the intent that hee shall instruct mine executors faithfully and truly in all my reckonings and businesse. (H) Item, I bequeath to A. B. a blacke gowne. Item, I bequeath vnto the Paisters, Wardens, and fellowship of the Percers five poundes, for a recreation, for a dinner amongst them that shall be in their luerie at my buriall. (I) Item, I bequeath vnto euerie one of my seruants that shal be in my house and seruice at the time of my decease, a gowne. (K) Item, I bequeath to the said A. my wife lxxx. li. of my said portion, to the intent, and vpon condition, that she in her widowhood by her deede sufficient in the law, shal cleerely remit and release al hir right, title, and interest, that she then shall haue, or ought to claime or haue by reason of her marriage vnto me, to, of, and in al and singuler my lands and tenements, and other their appurtenances, set, lying, and being within the countie of C. and elsewhere within this Realme of England. And in case my said wife then refuse so to do and not so release, that then as now, and now as then, I will that my said legacie so made to her of the said lxxx. li. shall be made boide and of none effect. (L) Item, I will that my saide wife shall inhabite and haue mine house wherein I nowe dwell in the parish of S. p. during her widowhood, and as soone, & when as she shal be assured or married to any other man, that then I wil that the lease and terme of yeares, of, and in the same, shall be solde to the most price and furtherrance that can be, to the profit of my said childre. (M) The residue of all my goods, chattels, and debts, after my debts be paid, my funerall expences performed, & these my legacies contained in this my present testamēt fulfilled, I wholly

giue



giue & bequeath to my said childzen equally to be diuided amongst them, and to be deliuered to them according as I haue aboue willed and declared, that their said owne portions shalbe. (N) Provided alwayes, and it is my very wil, mind, & intent, that shortly after my decease, all & singular my wares, stufte of household, plate, and all other my goodes whatsoeuer they be, shall be priced by y. indifferent persons to be named & sworn by the L. Maior of L. and his brethren for the time being, & al and singular the portions therof appertaining to my said childzen, as well my second part, as my said legacie so to them made and bequethed of my part, immediately after y. apprising, to be ordered according to y. custome of the Dyphanage of y. Citie of L. by the L. Maior and his brethren. (O) Item, I wil that the pong men being free of the felowship of Mercers of L. shal haue the occupying of al my said childzens portions & legacies during their nonages, they putting in sufficient sureties therfore, according to the said custome of the city of L. (P) And I wil, & my mind & intent is, that master H. L. & master R. P. or their assigns, shal haue the keeping, gouernance, & bringing vp of my said childzen during their nonages. (Q) And of this my present testament I make and ordaine the said A. my wife, & the said P. H. & R. mine executors: and I bequeath to euery of them for their labour in that behalfe xx. li. and a blacke gowne, & of the execution of the same I make and ordaine W. B. ouersaer, and I utterly reuoke and adnull al & euery other former testaments, wils, legacies, bequests, executors, & ouersaers by me in any wise before this tyme named, willed, and bequeathed. These being witnesses &c.

### ¶ Aduowfons and Presentations.

Sec<sup>t</sup> 408. ¶ To a Bishop for a like thing by the king to grant an aduowson.

(A) **R**ight reuerend father in God, right trusty & right welbeloued, we græte you well. Whereas we be verie desirous (for the honest qualities which we vnderstand

stand to bee in our welbeloued Chapleine A. B.) to see him furnished with conuenient liuing accordingly, we haue thought good to desire & pray you, that y<sup>e</sup> rather for our sake, and at the contemplation of these our letters, ye wil forthwith vnder your sufficient writing ensealed, giue & grant to his behoofe, y<sup>e</sup> next aduowson of the prebend or parsonage of B. wherein ye shal deserue our right hartie thanks &c.

Seēt 409. ¶ Letters missiue to a bishop for the collation of a benefice by the King.

(A) **R**ight reuerend father in God, right trustie and right welbeloued, we grēte you well. And where as wee be credibly informed, that the benefice of B. is now boide, and in your gift and collation, we much tendering the preferment of our welbeloued chaplein A. B. desire and pray you, that for our sake, and at the contemplation of our letters, ye will giue and conferre the said benefice vnto our said chapleine, whereby ye shall administer vnto vs a very thankfull pleasure and gratuitie, which we shall not faile to remember, when occasion shall be offered vnto the same accordingly. Given &c.

Seēt 410. ¶ A letter from one friend to an other for like purpose.

(A) **I**N my right hartie maner I commend me vnto you. Forasmuch as I vnderstand, that the benefice of B. which such a person now enioyeth (or which is now boide) is of your gift & patronage. These shalbe instantly to desire & pray you, that ye will vouchsafe to grant me the next aduowson therof, for to bestow vpon such one, as I shall therunto present (or if the benefice be alredy boide ye may write) that ye will do so much as for my sake to present A. B. to the same, who is my very louing friend, and such a person, as both for his learning and outward conuersation & liuing is very meet for the same, which doing ye shal minister vnto me an acceptable pleasure, & giue me cause to requite the same with thanks according. And of your resolute minde herein I pray you that I may be aduertised by the bringer herof.

hereof. Thus fare you hartily well. From London &c.

Sect' 411. ¶ *A presentation to a parsonage.*

(A) **R**euendo in Christo patri &c. R.B. miles verus & indubitatus patronus rectoriæ ecclesiæ parochialis de N. salutem in domino sempiternā. Ad ecclesiam de N. prædicta vestræ diocesis, modo per mortem T.D. vltimi incumbentis ibidem vacant & ad meam presentationem pleno iure spectat dilectum mihi in Christo I. P. clericum vestræ paternitati presento, humiliter rogans quatenus præfatum I ad dictam ecclesiam admittere, ipsumq; rectorem eiusdem ecclesiæ institui & induci facere cum suis iuribus & pertinentijs vniuersis, cæteraque peragere, & adimplere, que vestro in hac parte incumbunt officio pastoralis dignemini, cū fauore. In cuius rei testimonium &c.

¶ The same in English.

(B) **T**O the reuerend father in Christ &c. R.B. knight, true, and vndoubted patron of the rectorie or parsonage of the parish Church of P. sendeth greeting &c. To the church of P. aforesaide, of your diocesse nowe by the death of T.D. last incumbent there, being void, and to my presentation of full right belonging, my welbeloued J.B. Clarke to your fatherhood I present, humbly praying, that ye will vouchsafe the aforesaid J. to the said Church to admit, and him into the rectorie or rule of the same Church to institute and make to be brought, with all and singular his rights & appurtenances. And all other things to do and fulfil which vnto your bishoply office in this behalfe do appertaine, ye will vouchsafe with fauour. In witnes &c.

Sect' 412. ¶ *A presentation to a parsonage by the patron.*

(A) **R**euendo in Christo patri W. diuina permissione Couentr & Lichfield Episcopo, F.C. aſſeruus & indubitatus patronus rectoriæ ecclesiæ paroch' de K. in com' D. Salutem in dño sempit &c. Ad eccl' de K. prædictam vestræ dioc' modo per mortem H. C. vltimi incumbentis ibidem iam vacant, & ad meam presentationem pleno iure

iure spect' dilectum mihi in Christo W.W. cleric' vestre paternitati presento humiliter rogās quatenus præfatū W. ad dictam ecclesiā admittere, ipsumq; rectorem eiusdem ecclesiæ institui & induci facere cū suis iuribus & pertinent' vniuersis cæteraq; peragere & adimplere q̄ vestro in hac parte incumbunt officio pastoralis dignemini fauore. In cuius rei testimonium presentibus sigillum meum apposui. Dat' &c.

Sect' 413. ¶ *The forme of a presentation where an Archdeacon or other ecclesiastical person hath iurisdiction ordinarie.*

(A) REX &c. Venerabili viro domino Wilhelmo R. Archidiacono Richmond' eiusue in absentia vicario in spiritualibus generali: Salutem. Ad vicariam de Lanc' vestre iurisdictionis modo per mortem vltimi incumbentis ibid' vacantem, atque ad nostram donationem pleno iure spectant', dilect' capellanus nostrum A. B. clericum, vobis presentamus, requirentes quatenus præf. A. ad vicariam prædictam admittere, ipsumque vicarium in eadem instituere, cum omnibus suis iuribus & pertinentijs vniuersis, Cæteraque omnia & singula facere & exequi, q̄ vestro in hac parte incumbent officio pastoralis, velitis cum fauore. In cuius rei &c.

Sect. 414. ¶ *A Prebend in Windsor.*

(A) REX &c. Sciatis quod nos ex gratia nostra speciali &c. dedimus & concessimus ac tenore presentium damus & concedimus dilect' capellano nostro A. B. sacre theologiæ bacchalario (or if hee be Doctor) professori, canonicatum siue prebendam infra ecclesiam nostram collegiat' siue liber' capellam nostram regiam sancti Georgij infra castrum nostrum de Windsor, modo per &c. vacantem atque ad nostram donationem pleno iure spectant'. Habendum & tenendum canonicatum siue prebendam prædict' præfat' A. B. durante vita euis naturali, cum omnibus suis iuribus & pertinent' vniuersis. In cuius rei &c.

Sect' 415.



Sec<sup>t</sup> 415. ¶ *A presentation to a Chaunterie by the king.*

(A) **R** Ex reuerendissimo in Christo patri Edmundo Londonensi Episcopo, eiusue vicario in spiritualibus generali, salutem. Ad cantariam beatæ Mariæ virginis, in ecclesia parochiali Sancti Olani Londinensis vestræ diocesis iam vacantem & ad nostram donationem spectantem, dilectum nobis in Christo I. H. clericum vobis presentamus, rogantes quatenus ipsum I. ad cantariam prædictam admittatis & insituatis in eadem. In cuius rei testimonium &c. (B) *Like fourme of a presentation is of a chappell, whether it be of the kings patronage, or of a subjects, mutatis mutandis.*

Sec<sup>t</sup> 416. ¶ *A presentation to a Prebend by the King.*

(A) **R** Ex &c. Reuerendo in Christo patri W. Meneuensi Episcopo, eiusue in absentia vicario in spiritualibus generali, aut alicuiunque potestatem sufficientem ea in parte habenti, Salutem. Ad canonicatum in ecclesia collegiata de N. vestræ diocesis & prebendam de C. in eadem per liberam resignationem A. B. ultimi incumbentis, & possessoris eorundem iam vacantem & ad nostram donationem ratione prerogatiuæ nostræ regis spectant, dilectum nobis in Christo I. T. in artibus magistrum clericum, vobis presentamus intuitu charitatis. Volentes & requirentes quatenus præfatum Iohannem ad dictum canonicatum & prebendam admittere, ipsumque canonicum & prebendarium eorundem ac in eisdem cum suis iuribus & pertinentijs vniuersis rite & legitime instituere cæteraque facere & peragere que vestro hac in re officio pastoralis incumbunt, velitis. In cuius rei &c.

Sec<sup>t</sup> 417. ¶ *A presentation to a parsonage or vicarage by a maister of an hospitall and his brethren, or by a Deane and Chapter, or such other.*

(A) **R** Euerendo in Christo patri & domino, domino N. permissione diuina, Couentrii & Lichfieldiensi

ensi episcopo, eiusue vicario in spiritualibus generali, vester humilis & deuotus frater R. T. Magister h<sup>o</sup>spitalis N. & eiusdem confratres, siue Decanus Collegij de N. & capitulum eiusdem &c. Lincolnien<sup>o</sup> diocesis, omnimodam reuerent<sup>em</sup> tanto patri debitam. Ad perpetuam vicariam ecclesie parochialis de N. vestre diocesis iam per mortem C. D. vltimi vicarij eiusdem vacant<sup>em</sup>, ad nostramque presentationem pleno iure spectantem, dilectum nobis in Christo Iohannem B. sacre Theologie professorem paternitati vestre presentamus, humiliter supplicantes, vt prefatum Iohannem ad dictam vicariam admittere, ipsumque in eadem canonice instituere, ceteraque peragere, que in hac parte vestro pastoralis incumbunt officio dignemini cum fauore. In cuius rei testimonium sigillum nostrum commune presentibus est appensum.

Se<sup>c</sup> 418. ¶ *The forme of a presentation in the marches of  
Calleis voide by atteinder.*

(A) **R**ex reuerendissimo in Christo patri d<sup>no</sup> T. diuina permissione Cantuariensi archiepiscopo, totius Angl<sup>i</sup> primati, eiusue vicario in spiritualib<sup>us</sup> generali, sal<sup>u</sup>. Ad rectoriam de B. in marchijs nostris Calisiz dioc<sup>is</sup> Moronensis, modo per attinctur<sup>em</sup> W. P. vlt<sup>im</sup> ibid<sup>em</sup> incumbentis vacant<sup>em</sup>, & ad nostram donatione<sup>m</sup> pleno iure spectant<sup>em</sup> dilect<sup>um</sup> capellan<sup>um</sup> nostru<sup>m</sup> W. M. cleric<sup>um</sup> vobis presentam<sup>us</sup>, rogantes, vti pref. W. ad rector<sup>em</sup> pref<sup>at</sup> admittere, atq; eum rector<sup>em</sup> eiusd<sup>em</sup> ecclesie instituere, cu<sup>m</sup> omnib<sup>us</sup> suis iuribus & fructib<sup>us</sup> ab attinctura dicti P. vniuer<sup>s</sup>, ceteraq; omnia & singula peragere, quæ ad vestrum munus episcopale pertinere videbuntur, velitis cu<sup>m</sup> fauore. In cuius &c.

Se<sup>c</sup> 419. ¶ *A presentation to a parsonage post mortem incumbentis by a Deane.*

(A) **R**euerendo in Christo patri & domino W. diuina permissione C. & L. Episcopo eiusue vicario in spiritualibus generali: vester humilis & deuotus W. W. Sacre Theologie bacchalar<sup>ius</sup> Decanus ecclesie cathe-

cathedral' beatæ M. verus & indubitatus patronus rectoriæ ecclesiæ paroch' de B. in com' D.C. & L. dioc' omnimod' reueren' tanto patri debet. Ad ecclesiā paroch' de B. vestr' dioc' modo per mortem vltimi incumbent' eiusd' vacant', & ad meam p'sentationem pleno iure spectant', dilectum nobis in Christo T. P. clericū paternitati vestræ p'sentamus, humiliter supplicans vt p'f T. P. ad dictam ecclesiā parochialem admittere, ipsumque rectorem in eadem instituere, Ceteraque peragere & perimplere que vestr' in hac parte incumbent officio pastoral' dignemini intuitu charitatis. In cuius rei &c.

*Sect' 420. ¶ The forme of a presentation to a parsonage by the King.*

(A) **R** Ex reuerendissimo in Christo patri & domino dño E. permissione diuina Ebor' Archiepiscopo Angliæ primati & Metropolitano, eiusue in absentia Vicario in rebus ecclesiasticis generali, salutem. Ad ecclesiā parochialem de N. vestrę diocesis modo per mortem vltimi incumbentis ibidem vacant', & ad nostram donationem pleno iure spectantem, Dilectum capellanum nostrum A. B. clericum intuitu charitatis vobis presentamus. Mandantes vti dictum A. capellanum nostrum ad prefatam ecclesiā admittere eumque rectorem eiusdem instituere, cum suis iuribus & pertinentijs vniuersis, ceteraque expedire & peragere quæ vestro in hac parte incumbent officio munerique pastorali, velitis cum fauore. In cuius rei testimonium &c. (B) ¶ *But if the Church be void by resignation, then ye shall say.* Modo per liberam & spontaneam resignationem A. B. vltimi incumbentis eiusdem, vacant' &c.

¶ *If by attainder then thus.*

(C) Per attaincturā A. B. vltimi incumbentis ibidem qui de alta proditione nuper attainctus fuit, vacant'.

¶ *Et sic de consimilibus.*

(D) *Also ye shall vnderstand, that the Kings Maiestie hath*

hath as the case requireth, sundry titles to present: for some tyme he presenteth by his prerogative royall, and then ye shall say.

Et ad nostram donationē ratione prerogative nostrae regie spectantem &c.

(E) Sometime by reason that the temporalities of a Bishopricke be in his handes, and then ye shall say.

Ratione temporalium episcopatus N. in manibus nostris existentium.

(F) Sometime his grace presenteth by the grant of an aduowson of an other man, and then ye shall say.

Ratione concessionis A. B. cum idem A. primam & proximam aduocationem eiusdem nobis largitus est &c.

(G) And if the manors whereunto thaduowson is appendant be parcel of the Duchie of Lancaster, then shall ye say:

Et ad nostram donac' ratione Ducatus nostri Lanc' spectant' &c. Et sic de reliquis.

Sec. 421.

Notes to be diligently observed.

**Y**e shall note that in a presentation, by this word eccles. parochial', is intended allwaies a Parsonage. Howbeit it now a daies manie be wont to write: ad rectoriam ecclesie parochial' de N. (B) But if the presentation be to a vicarage, then may ye not say: ad eccles. but ad vicariam. (C) And ye shall vnderstand that the presentment to a vicarage appertaineth of common right to the Parson: for the vicar in effect is but the Parsons deputie. Howbeit the Parson with assent of his Patron & Ordinarie may grant away the patronage of the vicarage from him and his successors to an other man and his heirs or successors for ever.

(D) Furthermore ye shall vnderstand that sometime one man hath the nomination to a benefice, & another the presentation: In which case he that hath the presentation can present no other person to the Ordinarie, but such as the other man shall name by his sufficient writing vnder seal.

(E) Also the king shall ioine with no man in presentment, but shall haue the whole presentment alone in all cases.



And if the kinge be intituled by reason of the custodie of his warde, then ye shall say: & ad nram donac' ratione custodiae tra & haeredis eiusdem Comitis de A. defuncti, & qui de nobis tenuit in capite, & in manu nra existentis, spectant' &c.

(F) And if the king be intituled by reason of the temporalities & possessions of an Archbishoprick or Bishoprick, being in time of vacation in his hands, then ye shall say in the presentation: & quia ad nram spectant donatione ratione episcopatus Cantuar iam vacante & in manu nostra existent: De, ratione vacationis sedis Cant' & temporalium eiusdem iam de iure & facto vacante, & in manibus nris existentium &c.

(G) Finally concerning Chantries, Free chappels and Prebends, ye shall obserue & know that some be presentatiue & some donatiue. Presentatiues be of such nature, y<sup>e</sup> ye can not conferre them but by way of presentation to the Ordinarie: the forme whereof is set forth before. But chantries, free chappells and prebends donatiues be of that nature, that ye need not to present the person to whom ye will conferre the same, to the Ordinarie, but it sufficeth to giue the same by your Charter of graunt vnder your scale: The forme whereof insueth hereafter. But take heed ye present not your Clark to the Ordinarie, vnto that which is donatiue by your letter patents: for if you do, the nature is changed, and you can no more make collation of it, but you must needs now present your Clark to the Ordinarie, which if you do not within sixe moneths, the Ordinarie may take aduantage of the Laps.

¶ Sect. 422. A presentation sede vacante.

(A) **H**ENRICUS octauus dei gra Angliae, Franciae & Hiberniae Rex, fidei defensor, & in tra ecclesiae Anglicanae & Hibernicae supremum caput, ac verus & indubitatus patronus rectoriae, siue, ecclesiae pochialis de N. in com' nro S. Bathoni & Wellei diocesi. ipsa sede Bath. & Wellei iam vacante, Reuerendissimo in Christo pri T. Can-

Cantuari Archiepiscopo totius Angliæ primati, eiusque in absentia vicario dictæ sedis in spiritualibus generali, Salutem. Ad dictam Rectoriam siue ecclesiam parochialem de N. modo vacantem per mortem &c.

*Sect. 423. ¶ The fourme of a significant to the Metropolitane of the prouince vpon a newe foundation of a Bishopricke.*

(†) **R**Ex reuerendiss. &c. Cum nos nouam sedem Episcopalem infra ecclesiā nostrā cathedralem, sancti P. Westmonasterij nuper fundauerimus & ereximus, ac dilectum consiliarium nostrū T. T. ad episcopatum illū nominauerimus & prefecerimus, ipsumq; in episcopum loci illius & pastorem ordinauerimus, & constituerim⁹, hoc vobis tenore presentium duximus significandum. Rogantes, ac in fide & dilectione, quibus nobis tenemini firmiter vobis mandantes, quatenus prefatum T. T. in episcopatum Westm̄ consecrare, ipsumq; , prout moris est, episcopalibus insignijs inuestire, ceteraq; peragere, que vestro in hac parte incumbent officio, velitis diligenter cum effectu. In cuius rei testimonium &c.

*¶ A resignation of a benefice.*

(A) **T**His Indenture made &c. betwene Simon, late parson of the parish church and parsonage of B. in the countie of C. and in the Dioces of Exeter on the one partie, and John B. of B. aforesaide priest on the other partie, Witneseth that where the saide Simon, at the instance of the saide John, hath resigned his saide parish church & parsonage into the Ordinaries hands of the same, to the intent that the said Ordinarie shall institute and induct the said John Parson of the said parish Church and Parsonage, Whereupon it is couenanted & concluded, and fully agreed betwene the saide parties, and either of them couenanteth and graunteth to and with the other of them by this Indenture, in maner and fourme following, that is to wit, the saide John, for him and his executors couenanteth and graunteth to and with the saide Symon by

L L y

thet

these presents, that the same John at such time after as he shall be lawfully instituted and inducted Parson of the said parish Church and Parsonage, shall make or cause to be made to the said Simon such a good, sure, sufficient, and a lawfull bond, as shall be reasonably advised or devised by the said Symon or his learned counsell, for the assurance, suretie, and sure payment of an annuall pencion of vi. li. of good and lawfull money of England, to be payed to the said Simon or his assignes, upon the Font stone, in the bodie of the Cathedrall Church of Saint Paul in London, at two termes of the yeare, that is to wit, on the day of all Saints, betwene the houres of nine & eleven of the clocke before none of the same day, three poundes and ten shillings, and on the day of Pentecost betwene nine & eleven of the clocke before none of the same day, three poundes & ten shillings, and so from yeare to yeare, one after another, then next and immediatly following, during the life naturall of the said Symon: the first terme of payment thereof to begin on the day of all Saintes now next comming.

(B) And also that the said John and his executors at all and euery time and times hereafter, shall clearly acquite, discharge, and saue harmelesse the said Simon and his executors, and euery of them, aswell against the King our soveraigne Lord, as against all and euery other person or persons of and for all manner of dismes, subsidies, taxes and tallages, and all other charges whatsoever they be, going and due to be payed and bozne out of and for the said benefice.

(C) And moreouer the said John couenanteth and graunteth to and with the said Simon by these presents, that the same John within xiiij. dayes next and immediatly after that he shall be so instituted and inducted, shall by his deede sufficient in the law, clearly remit and release vnto the said Simon, all and all manner actions, suites, quarels, debtes, debates, accompts, trespasses, iniuries, and demaundes, whatsoever they be, which against the said Simon and his executors ever he hath had, now hath, or  
here

hereafter shall haue, as well by reason of dilapidations of the saide Church & parsonage, as by any other reason or cause from the beginning of the world vnto the day of the date of the said letters of acquittance. (D) And furthermore, the saide John for him and his executors, couenaunteth and graunteth, to & with the saide Simon by these presents, that he the same John or his assignees, before the feast of all Saints now next comming, shall deliver or cause to be deliuered to the saide Simon or his assignes, a good, sure, sufficient and a lawfull decreé, vnder the scale of the said ordinarie, whereby or wherewith the said Parish Church shall stand and be sufficiently charged and bounde for the assurance and sure payment of the said yearely pension of vi. li. to be paide by the saide Simon, or his assignes, during the life naturall of the saide Simon after the forme abovesaid. (E) And also the said John couenaunteth and graunteth by these presents, that in case one Thomas W. Esquier one of the patronies of the said benefice, his heirs or assignes, do not seale the presentation, whereby the said John should be presented Parsonne of the said Parish Church, and parsonage, that then the saide Simon shall be restored againe to his said benefice without any let, gaignesaying or interruption of the saide John or any other person or persons, by or for him: the foresaid resignation, or any other covenant aboue specified, to the contrarie in any wise notwithstanding. (F) And the saide Simon for him and his executors, willet and graunteth by these presents, that if the said John, well and truly performe, obserue, and keepe all and euery the couenants, grants, promises and payments abovesaid, which on his part are to be performed, obserued, fulfilled and kept in manner and forme aboue rehearsed, that then an obligation of the date of these presents, wherein the said John and one William B. of the parish of Saint Dominicke in the said Countie of Cornewall yeoman, be ioyntly holden & bound to the said Simon in two hundred markes sterling shalbe



boide and had for nought, or els it shall stand in full strength and vertue. In witness whereof the said parties to these Indentures interchangeably haue set to their seales, Given the day and yere aboue written.

## ¶ Arbitrements.

Sect. 424.

An Arbitrement or Award  
of Landes.

(A) THIS Indenture made &c. between **T. K.** of **T.** in the Countie &c. of the one partie, and **A. P.** of **A.** in the Countie &c. of the other partie, witnesseth that whereas there hath bin and yet is contention, variance and suite betwixt the said parties, not onely for and concerning the right, title & interest of and in a certaine quantitie of ground by estimation two acres or thereabout lying in **A.** and adjoining to the Mill of the said **T. K.** in **T.** aforesaid, claimed by either of the said parties to be his owne land and inheritance, But also for and concerning certaine wayes to the Mill of the said **T.** thorough the ground of the saide **A.** from all the townes, villages, hameletts and other places on the North side of the Riuer of **D.** bordering, lyinge, and being within the space of ten miles off the said Mill, and all other matters and controversies betwixt the said parties. For the frendlie ending and appealing of the said variances and controversies the said parties haue compromised and submitted, and by these presents do compromitt and submitte them selues and all matters in variance afoze said to the order, arbitrement, award, doome and iudgment of **J. W.** and **T. W.** Whereupon the said arbitrators haue beised the said ground in variance, and perused diuers writings and euidences concerning the same, & heard the testimonie and witnesse of diuerse auncient men and neighbours dwelling nigh the said ground, aswell touching the occupation and blage of the said ground by the said **T.**  
**K.**

**K.** and his aunccestors, as also the said waies vsed vnto the said Mill by thynhabitants aforesaid time out of minde, do make and declare their award, order, doome and iudgment touching the premisses and euerie part of them. (B) And the said **T. K.** and **L. P.** do covenant and grant seuerally either of them to and with the other for them selues, their heires, executors and administrators in maner and forme following. And first the said Arbitrators do order, award, and iudge, And the said **L. P.** is so contented and agreed and accordingly doth covenant and grant for him and his heires, to and with the said **T. K.** his heires, executors and administrators, that he the said **T. K.** shall and may from henceforth haue, hold, occupie and quietly inioy to him and his heires for ever the said parcell or quantitie of ground conteining by estimation two acres lying and being on the North side of the river of **D.** directly ouer against the Mill and demesne lands of the said **T. K.** in **T.** aforesaid, as it is now bounded and meared forth with stones by the said Arbitrators, And shal also haue & may take to his & their own proper vse all the trees now standing or being, or that hereafter shall grow in and vpon the said ground, and all other profits and commodities comming of and vpon the said ground (onely the thornes, bysars and herbage excepted and forzeppised) with free libertie, entrie and passage for the selling, helwing, leading, carrynge away and taking of the same trees and all other the said profits and commodities, (except befoze excepted) at all and euerie time and times at his and their pleasures. And that the said **T. K.** his heires and assignes and all and euerie other person and persons that come and bringe any cozne to the Mill of the said **T. K.** called **T. Mill** from the said towne, villages, hamletts or any other place inhabited shall haue free libertie, wayes and passage for the carryng, fetchng and bringing of their cozne to the said Mill, aswell ouer and thzough the said parcell of ground set forth and meared as is afoze-said, as also thzough and ouer other the grounds of the said **L. P.** in **K.**

**L. L.** ity.

afoze

aforsaid in as ample and large maner and forme, as the inhabitants of the said towne, villages and hamletts, or other places haue bine accustomed and bled to doe at any time hereto before, and as it is now most commonly bled.

(C) And shall and may tie and fasten any their hoxses, Mares or other beasts wherewith they carrie any corne to the said Mille to any tree growing, or other thing being in and vpon the said ground, so that the string, corde or rope, excedde not the length of foure whole yardes at the most.

(D) And that the said T. R. his heires and assignes shall and may lawfully at all and eury time and times so oft as neede shall require, amend and repaire all and singuler the wayes and euerie parte thereof for the ease and sauegard of the inhabitants of the said towne, villages, hamletts & places inhabited, comming & going to and from the said mille without any let, trouble, vexation or contradiction of the said L. M. his heires or assignes, or any of them. And that the said L. M. his heires and assignes shall at all times within the space of two yeares next ensuing the date hereof do, make, knowledge & suffer or cause to be made, knowledged and suffered all and every act and actes, thing and things, as shalbe reasonably deuised or aduised by the saide T. R. his heires or assignes, or his or their learned counsell at the onely proper costes and charges in all things of the said T. R. his heires or assignes for the further & better assurance and sure making aswell of the said parcell or quantitie of ground, containing about two acres as also of the said wayes in manner and forme before expressed vnto the said T. R. his heires and assignes for euer, according to the true effect, meaning, and purport of these presents. In consideration whereof it is further ordeined, awarded, deemed and iudged by the said arbitrators, (E) And the said T. R. doth so covenant, &c. that he the said L. M. his heires and assignes shall and may haue, take and enioy onely the grasse & herbage with the thornes & byers, verely growing or being in or vpon the said parcell or quantitie  
of

of ground so bounded and set forth as is aforesaid. And in further consideration of the premises the said T. & M. hath paid to the said L. & P. at the sealing hereof at the request of the said Arbitrators the summe of twenty pounds of  $\text{£c}$ .

(F) In witness whereof not onely the said parties to these present Indentures of Award interchangeably haue put their seales; & subscribed their names: but also the said Arbitrators to both the parts of these Indentures haue put their seales & subscribed their names the day and yeare  $\text{¶}$ .

Sec. 425. An Arbitrement or Award.

(A) **T**O all Chyistian people to whom this present writing of Award indented shall come, T. and B. send greeting  $\text{¶}$ . Whereas controuersies, suits, strifes and debates haue bin had, and be yet depending betwixt the said K. and G. aswell of, for and vpon all maner of actions, suits, quarrells and demaundes concerninge the right, title and possessions of diuers lands and tenements: For the appeasing, final end and determination of the said controuersies, suits, strifes and debates concerning the premises, aswell the said K. as the said G. haue compromitted and submitted themselves to stand, abide and obey the award, ordinance and iudgement of the said T. and B. To and for the performance and true execution thereof, aswell the said K. as the said G. stand bounden either of them to other by their seuerall obligations in the summe of  $\text{¶}$ . So that the same arbitrement, ordinance and iudgement of the said Arbitrators of and vpon the premises be made and deliuered in writing to the said parties, or to their assignes on this side  $\text{¶}$ . Whereupon we the said Arbitrators willing to sett the said parties at vnitie, peace and concord in the premises taking vpon vs the charge power and authoritie thereof, and calling before vs both the said parties, hearing and well perceiuing their titles, barres, replications and rejoinders, aswell concerning the right, title, possession and interest of the said moitie of the said manor of  $\text{¶}$  as of all other actions, suits, quarrells and demaundes concerning the right title



title, and possession of the same: All which matters by vs the said Arbitrators well and perfectly seene, heard and vnderstand, by good and deliberate aduise, we the said Arbitrators a ward, ordaine, iudge and deeme, and the foresaid R. & G. and either of them, couenanteth &c. (naming the parties.) And finally, the said Arbitrators do a ward, &c. That if any question, doubt, or ambiguitie happen to growe or arise betwene the said parties or any of them, for or concerning any article, point or matter, touching this our present a ward: that every such question and ambiguitie shall be deemed and determined by the saide Arbitrators and the seruour of them from time to time, as often as neede shall require. In witnesse whereof, &c. as next before.

(B) Note, that a wardes may be made with diuers conditions and couenants of both partes to be perfozmed, with Obligations made for the perfozrance thereof, & to stande to the a ward: but in the ende thereof it must be thus: In witnes whereof, we the saide Arbitrators to every part of this present witting indented of a ward, haue set to our scales and subscribed our names, and to the one part thereof remaining with the saide P. H. the said H. H. hath set to his seale: And to the other parte of the same, remaining with the said H. H. the saide P. H. hath put to his seale: Given, &c.

Sec. 426.

Another Arbitrement.

(A) **T** All true Christian people, to whom this present witting of a ward indented shall come, G. W. of W. in the countie of Worke Esquire, G. P. of C. in the said countie Esquire, S. S. of L. in the saide countie Esquire, and L. P. of C. in the said countie Gentleman, send greeting in our Lord God euerlasting. Whereas diuers lites, variances, controuersies and debates, heretofore haue bene had, moued, and depending, betwene L. W. of W. in the saide countie Esquier on the one partie, and J. S. of W. in the saide countie Esquier on the other partie: For pacifying, ordering and ending whereof the said L. W. and J. S.

J. S. haue bound themselves either to other in the summe of one thousand poundes of lawfull English money by their severall Obligations, bearing date the sixth day of September in the one and thirtieth yeare of the raigne of our Soueraigne Ladie the Quēnes Maiestie that now is, with conditions therevnder witten, to stande, to abyde, perfourme, fulfill and keepe the award, arbitrement, dome, order, and iudgement of the saide G. J. S. and T. Arbitrators, indifferently elect and chosen, aswell vpon the parte and behalfe of the saide J. S. as of the saide T. W. to awarde, arbitrate, order, ende and determine all and al manner of lites, debtes, actions, controuersies and demaundes whatsoeuer, depending betwēne the said J. S. and the said T. W. and W. W. his sonne and heire. So that the saide award weremade & giuen by in witting vnder the handes and seales of all the saide Arbitrators, at or before the second day of January next ensuing the date thereof as by the saide Obligations and conditions amongst other things, doth & may more at large appeare. (B) Know you, that the said G. J. S. & T. taking vpon them the charge and burden of the saide awarde, and hauing deliberatly heard the griefes, allegattons & protes of both the saide parties do by these presents arbitrate, award, order, deeme & iudge of and concerning the premisses in maner & forme following, that to say: (C) First they do award, order, deeme & iudge by these presents, that the said J. S. his executors or administrators or some of them, shall well and truely paye or cause to be payd vnto the saide T. W. or his certeine attorney, executors or administrators or some of them, at or before the thirtieth day of Januarie next ensuing the date hereof in the now dwelling house of the saide T. W. in W. aforesaide two hundred poundes of lawfull English money. And at or before the least day of Pentecost next ensuing the date hereof, other two hundred poundes of like lawfull English money in the place aforesaide, in full satisfaction of foure hundred poundes; for the payment whereof the said

said J. S. shode bound to the said T. W. in and by foure severall obligations, whereof two are already forfeited, as thereby may appcare. (D) Also the said arbitratozs do award, order, deeme, and iudge by these presents, that the said J. S. his executozs and administratozs, oz some of them at their oz some of their costes and charges, shall before the twentieth day of Februarie nowe next ensuing, cause and procure, that all lites, billes, plaints, and informations heretofore commended against the said T. W. in any court oz courtes whatsoever, either by oz in the name of the said J. S. oz by oz in the name of H. S. his sonne, oz by oz in the name of our Soueraigne Lady the Quēnes Maiestie that now is, and of euerie oz any of them, oz by oz in the name of any other person oz persons by the consents, meanes, & procurements of them oz of any of them, shall from hencefozth surcease and be no further proceeded in by them oz any of them, oz by the meanes, consent oz procurement of them oz of any of them, And before the xx. day of Februarie now next comming be utterly discontinued & made boide. (E) And the said Arbitratozs do further award, order, deeme and iudge by these presents, that for the sure payment of the saide summe of foure hundred pounds, the said J. S. and G. S. of W. aforesaid gentleman his brother within two dayes next after tender oz deliuerie of the one part of this present awarde to the said J. S. shal well and sufficiently make seale and deliuer as their deedes to the said T. W. in the now dwelling house of the said T. W. in W. aforesaid, one obligation oz wryting obligatorie sufficient in the lawe, wherein and whereby the saide J. S. and G. S. shall acknowledge themselves & either of them to be ioynntly and severally bounden to the said T. W. in the summe of eight hundred pounds of lawfull English money with condition thereupon in due forme of lawe indorsed for the sure payment of the saide summe of CC. li. parcell of foure hundred pounds at oz in the saide now dwelling house of the saide T. W. in W. aforesaid at

or befoze the thirtiyeth daye of Januarie next ensuing the date hereof. And the other two hundred pounds residue of the said summe of foure hundred poundes, at or befoze the least day of Pentecost next ensuing the date hereof. (F) Also the said Arbitrators do further awarde, order, determine and iudge, that the said J. S. his executors or administrators, or some of them shall and will befoze the twentieth day of Februarie now next ensuing, at his and their owne proper costes and charges, cause and procure to be cancelled & made boide one Recognizance of two hundred poundes, bearing date the sixth day of October in the eight and twentieth yeare of the raigne of our Soueraigne Ladie the Quēnes Maiestie that now is, knowledged & enrolled in y<sup>e</sup> Quēnes Maiesties high court of Chauncerie, wherein and whereby the said W. W. standeth bounden to the said J. S. in the said summe, with condition thereunto annexed: That if the said W. W. his heires executors and administrators, and everie of them, should well & truly obserue, performe, fulfill and keepe all and everie the couenants, grauntes, articles, and agrēments, which on his & their partes were to be obserued, performed, fulfilled and kept, contained and specified in one Indenture, bearing date the fift day of October in the said eight and twentieth yeare of her Maiesties said raigne, had and made betwēne the said W. W. on the one partie, and the said J. S. on the other partie, concerning the marriage of W. W. sonne and heire apparant of the said W. W. and A. S. daughter of the said J. S. according to the true entent, purport and effect of the saide Indenture, That then the said Recognizance to be boide and of none effect, or else to stand and remaine in full strength, power and vertue, as by the said Recognizance and Indenture moze plainly and at large appeareth. (G) And also, that the said J. S. his executors or administrators, or some of them, shall and will befoze the feast of Easter next ensuing the date hereof, deliuer or cause to be deliuered vnto the saide W. W. his executors or administrators or some of them



them shal & will befoze the feast of Easter next insuing the date hereof deliuer oꝛ cause to be deliuered vnto the saide W. W. his executoꝛs oꝛ administratoꝛs oꝛ some of them, in the saide now dwelling house of the said W. W. in W. afoze- said, the said Indenture of covenants concerning the sayd marriage, cancelled oꝛ to be cancelled. In witnesse whereof the sayd Arbitratoꝛs to both partes of this present Award indented haue set their hands and seales. Dated &c.

Sect. 427.

An other Arbitrement.

(A) **T**O all true Christian people, to whom this present writing of Award indented shall come, The right Ho. C. Carle of S. Carle Marshall of England, of y most noble order of the Carter knight, & one of the M. Maiesties most ho: priuie Councel &c. sendeth greeting &c. Whereas diuerse suits, variances, controuersies and debates heretofore haue bin had, moued & depending betwene W. C. of W. in the County of P. peoman on y one partie, & J. P. of D. in y said Countie gentl. on the other partie. For pacifyinge ordering & ending whereof the said W. C. and J. P. haue bound the selues either tother in y tyme of 400. li. of &c. by their senerall obligations bearinge date &c. now last past, with condition thereunder written to stand, to abide, performe, fulfil & kepe thaward, order, rule downe, iudgment & determination of the said Carle indifferently elected & chosen by the mutuall consent, & at the earnest & humble request and petition of both the said parties, to arbitrate, awarde, order, iudge & determine of, for & concerning all & all manner of actions, suits, quarells, debts, ducties & demaundes whatlocuer, had, moued oꝛ depending, oꝛ which thereafter might be had, moued oꝛ depend betwene the said parties, by reason oꝛ by occasion of any matter, thing oꝛ thinges whatlocuer, accrued oꝛ growen from the beginning of the world, vntil y day of the date of the same obligations, So that y same award wers made in writing Indented vnder y hand & seal of the said Carle befoze y xix. day of &c. & the one part of y same writing indented deliuered oꝛ caused to be

be deliuered by y<sup>e</sup> said Earle to the said T. G. his executozs  
oꝛ administrators oꝛ any of them, oꝛ to their oꝛ any of their  
wfe, vpon oꝛ before the said xix. daye of, &c. at oꝛ in the now  
mansion oꝛ mannoꝝ house of the said Earle called S. in the  
said countie of P. and the other parte thereof to the saide J.  
P. &c. vt supra. as by the saide Obligations and conditi-  
ons thereof both and may more at large appeare.

(B) Knowe yon nowe, that the saide Earle of his meere  
good will and fauour which he beareth to both the said par-  
ties, and of the great and honourable respect which he  
hath of their future quietnes, taking vpon him the charge  
and burden of the saide awarde, and hauing deliberately at  
sundrie times at large heard and considered the griefes, al-  
legations and pꝛoofoes of both the said parties, both by these  
presents arbitrate, a ward, oꝛder, deeme and iudge of & con-  
cerning the pꝛemisses in manner and forme following, viz.

(C) That the said J. P. his executozs oꝛ administrators,  
oꝛ some of them, shall well and truely paye oꝛ cause to be  
payde vnto the said T. G. his executozs oꝛ administrators  
oꝛ some of them, the summe of 160 li. of lawfull English  
money in the South porch of the parish church of K. in the  
said countie of P. in maner & forme folowing (viz) vpon the  
feast day of &c. 80. li. therof, & vpon the feast day of &c. other  
80. li. thereof residue, & in full payment & satisfaction of the  
said summe of 160. li. (D) And y<sup>e</sup> in consideration therof the  
said T. G. shal permit and suffer all suites, accions, quarels,  
dettres, duties & demaunds, growen before the date of y<sup>e</sup> said  
obligatiōs to cease & be discontinued & no further pꝛosecuted  
by him oꝛ any other by his procurement. (E) And further  
more, forasmuch as the said J. P. is charged as is aforesaid  
for the payment of y<sup>e</sup> said summe of 160. li. partly by reason  
of a iudgement heretofore giuen for the said T. G. against  
one L. S. in y<sup>e</sup> Quēenes maiesties court cōmonly called the  
Kainys bench, in an accion of dett, in which y<sup>e</sup> said T. G. hath  
recouered against the saide L. S. 285. li. and 4. d. as by the  
recoꝝd thereof remaining in the saide court appeareth.

His

His honour doth further a ward by these presents in reliefe and ease of the said J. M. that if the said J. M. his executors or administrators or any of them, do well and truly paye or cause to be payde the said 160. li. according to the true meaning of this present award, and if the said L. S. his heires, executors or administrators, or some of them shall not well and truly satisfie, content and pay unto the said J. M. his executors or administrators, the said severall summes above in this award appointed to be payde by the said J. M. before the severall dayes herein above mentioned, that then and at all times after any such default of payment so to be made by the said L. S. his executors or administrators, the said L. C. his executors and administrators shall permit and suffer the said J. M. his executors and administrators and every of them at the costes and charges of the said J. M. his executors and administrators effectually to prosecute or cause to be prosecuted all and every such execution & executions upon the said judgement so had for the said L. C. against the said L. S. as to them or any of them, or the learned counsell of them or of any of them shall seeme good, and all and every summe and summes of money thereby to be obtained, to take and convert to the onely proper use and behoofe of the said J. M. his executors and administrators without any account or recompence thereof or therefore to be yelded or made to the said L. C. his executors or administrators or any of them: Any thing in this present award contained to the contrary thereof in any wise notwithstanding. (F) In witness whereof the said Earle to both partes of this present award hath set his hand and seale, dated the sixth daye of June, Anno Domini 1590.

All such covenants & conditions as be vsually made for the assurance or enioying of landes or tenementes, goods & chattels, may be inserted into awards as shall seeme good vnto the Arbitrators.

FINIS.

Symbolæographiæ Liber quartus.

Seff. 428.

*What a Copie holder is.*

(A) **T**enant by Copie of Court Rolle is hee which is admitted tenant of anie landes or tenements within a Mannor, that time out of the memoie of man, by the vsage and custome of the saide Mannor, haue bine demisable and demised to such as will take the same in fee, six taile, for life, yeares or at will, accordinge to the custome of the said Mannor by copie of Court Rolle of the same manor. And therefore they be called Tenants by copie of court rolle, because they haue no other wrytinges or euidence concerning such their lands and tenements, but onely the copies of the Rolles of the Courtes of the manors, within which they lye. (B) And in auncient time, as Maister Fitzherbert sayeth in his Natura Breuium fo. 12. c. they were called Tenants in villeinage, or in base tenure, or by the Virge. And in the Sarrons times befoze the Conquest, such landes were called Folkesland: At which time Charter lands were tearmed Bockland: Maister Kitchen fol. 128. b. And Copies of Court rolles be such Instruments as doe containe the Surrenders, Presentations, Admittances or other acts entred in the Rolles of the Court, within which such customarie landes lye and concerne the states thereof, and be exemplified out of the same Rolles in forme following, viz.

Sheffield.

Curia parua prænobilis Georgij Comitis Sal. & c. Manerij sui præd tenē ibidem x. die Septemb. anno Regni Dñe nre Elizabethe dei grā Angliæ, Franciæ & Hib: rniæ Regi nre fidei defens. & c. xxxij.

¶ The like Stile must be in the head  
of all Copiers.

¶ ¶ ¶

Ad



(A) **A**D hanc cur' veni A. de B. & sursum redd' in eadem Cur' vnum mesuagium &c. in manus dñi ad vsu C. de D. & her' suorū vel her' de corpore suo exeunt (vel) p termino vite sue &c. Et super hoc venit pd' C. de D. & cepit de domino in eadem Cur' mesuag' prād' &c. Habend' & tenend' sibi & her' suis (vel) sibi & hered' de corpore suo exeuntibus (vel) sibi ad terminū vitæ &c. ad voluntatē dñi secundum consuet' manerij prād', faciend' & reddendo inde redd' seruicia & consuetudin' inde prius debita & consuet' &c. Et dat dño de fine &c. Et fecit dño fidelitatem. Et admissus est inde tenens.

Sect. 429.

*Instructions for the making of  
surrenders & Copies.*

(A) **F**irst Note, that all the customes, fines, rents & seruices, which Copiholders ought to do, be certainly set doctone in their Copies.

(B) That the lands be certainly bounded, & in like manner of all Wyndes of Lead ore, Tynde, Iron, stone, coales, and quarries, and such like, and all intakes, inclosures, and approuements.

(C) If the parties admitted tenant be within age, his fealtie must be respected till he be of the full age of one and twentie yeares, and so entred in the Rolles and Copie.

(D) Such estates, agréments, covenants and conditions, may be made of copiholde landes, by Copie, as are made of charter lands by deede, Mutatis mutandis.

(E) If the olde Coppies chaunce to be lost or destroyed, the Steward may make newe according to the Court Rolles.

(F) Surrenders may be made in Court. And by the customes of diuers seignories, the same may be made out of the Court to the Steward, Bailife, or Reeve, of the manor, or to two copiholders of the same manor, or to other two honest men of the same seignorie, & then h' same must be presented at the next Court, or some other Court of the same manor, as the custome thereof is.

(G) 13p

(G) By the custome of some Mannors, Surrenders & admittances of copyholders may be made by Attorney by vertue of Letters of Attorney.

(H) In some Mannors, the tenants have their landes granted unto them & their heires, in fee, fee taile, or for life, or yeares, according to the custome of the manor. And not at the will of the lord, according to the custome: In which case the Rolles & copies ought to be made accordingly.

(I) Within some manors the Copies have used to be sealed with the seale of the Steward, and in some not.

(K) In every case the custome of the manors must be diligently inquired of, and duely observed by him that intendeth rightly to make any Surrender or Copie.

(L) Lastly, it is verie good to have in every severall Manor, a customarie faire ingrossed in parchment, of all the customes, fines, duties, estates, and services, and other circumstances concerning the copyholde landes within the same manor. And the same to be made and agreed to by all the customarie tenants of the same manor, with the assent of the lord of the manor, and the same to be presented by the homage upon their othes, and entred in the Rolles of the Court thereof, for the certeine information of the lord and his tenants, what ought to be giuen, taken, done, or demanded for the same.

Sect. 430. *A Copie where the heire is admitted,*

(A) **A**D hanc Cur̃ comper̃ est, quod I. B. obiit seifitus post vltimam Cur̃, qui de dño tenuit, sibi & her̃ suis vnũ teñtum vocat̃ E. & obiit inde seifitus. Et dicunt quod R. B. fil' eius est p̃xim̃ heres & est plene etatis (vel infra etatem videlicet xij. annorum, & in custodia T. V. vel R. M. fratris eius vel consanguinei eius) & proximus heres eiusdem, & plene etatis, & presens in hac Curia petit admitti, & admissus est inde tenens, tenend' sibi & heredibus suis, de domino, ad voluntatem domini secundum consuetudinem &c. Et dat &c. Et fecit fidelitatem, &c.

*¶ Sect. 431. An admittance of the heire.*

(A) **A**D hanc curā comperit est per homagiū quod quidam W. W. vnus filiorū & coher R. W. defunct, qui quidem W. W. tenuit de domino sibi & hered suis secundum consuetudinem huius manerij medietatem duorum mesuagiorum siue tenēt & vnus gardini cum pertiū in I. & diu ante hanc curā obiit inde seisit infra etatem decem annorum, & in custodia cuiusdem R. M. secundum consuetudinem manerij & quod S. W. est frater & solus heres præd W. W. & plene etatis, qui presens hic in Curia petit se admitti tenens, ad omnia terras & tenement custodi de quibus ipse W. W. obiit inde seisit, viz. ad præd medietat duorum mesuag. siue tenementorum, tosti, & gardini cum pertiū iuxta manerium istud: cui dominus per I. K. sen suum concess. inde ei seisinam, habend & tenend sibi & hered suis de dono per virgam ad voluntatem domini secundum consuetudinem manerij præd per redit, consuetudinem, & seruicia inde prius debita & consuet. Et dat domino de fine pro ingressu suo prout patet in capite. Et fecit domino fidelitat & admissus est inde tenens.

*Sect. 432. A copie of an admittance in fee.*

(A) **A**D hanc curā venit I. T. & sursum redd in manus dñi decē acr terē, siue plus siue minus cum pertiū vocat S. quatuor acr terē siue plus siue minus vocat B. & quatuor acr præd siue plus siue minus vocat K. customat, ad opus & vsum R. B. gen, hered & assign suorum imperpetuum per virgam ad voluntatem domini secundum consuetudinem manerij præd cui quidem R. B. dominus per sen suum concessit inde ei seisinam: habend sibi & heredibus suis de domino per redd x. s. per annum, & alia seruicia inde prius debita, & dat domino de fine pro ingressu inde habend iij. li. Et fecit domino fidelitat & admissus est inde tenens.

*Sect. 433.*

*Another forme vpon condition.*

Ad

(A) **A**D hanc Curiam, &c. venit I. C. & sursum reddidit in manus domini, vnū cotagium iacens &c. ad opus & vsum I. D. tenend' sibi & hered' suis de domino ad voluntatem domini secundum consuetudinē manerij, sub conditionibus sequentē, vz si p'd' I. soluat, aut solui faciat prefat' I. C. xl. s. ad festū sancti Iohannis Baptiste, & omnium sanctorum proximò futurum post datum huius curiæ æquis porcionibus, quod tunc præsens sursum redditio sit in suo robore & effectu, & si ipse defecerit in solutione solutionē præd' in parte vel in toto: quod extunc bene licebit prefat' I. C. & assignat' suis, intrare & rehabere præd' cotagium, ista sursum redditione non obstante in aliquo. Et dat domino de fine &c. Et fecit fidelitatem &c. Et admissus est, &c.

Sect. 434. *A Surrender vnto the Bailife out of the Court.*

(A) **A**D hanc Curiam &c. Comperit est, quod T. C. extra Cur' sursum reddidit in manus I. D. ballini &c. in presentia D. R. & aliorum tenentium domini huius manerij hoc testantium, vnam acram terre in R. quā T. R. &c. Ad opus W. I. cui dominus concessit seisinam, Tenend' sibi & heredibus &c. de seruic' &c. Et dat &c.

Sect. 435. *A Coppie after a seysure.*

(A) **A**D Cur' apud S. A. tenit ibidem (tali die &c.) præceptum fuit balliuo seisir' in manus domini vnū tenementum siue messuagium cum pertiñ, nuper in ten' I. B. vocat' R. eo quod ipse alienauerit, & vendidit dictum tenementum cuiusdam T. V. sine licentia domini &c. Et inde respondebit domino de exitibus quousque &c. Et quod in ista eadem Curia, dominus, ex sua gratia speciali, concessit dictum tenementum cum pertineñ prefat' I. B. cui dominus inde concessit seisinam. Habendum sibi & heredibus &c. de domino, ad voluntatem domini, secundum, &c. Et dat, &c. Et fecit, &c.

Sect. 436. *A Copie of a graunt in fee by the Lord.*

(A) **A**D hanc Curiam dominus concessit extra manus suas, per I. F. capitalem senescall' suum, T. D. &



A. vxori eius vnum messuagium, & vj. acras terre cum pertiñ iacentibus apud B. quibus dominus per senescallum concessit seisinam. Habend' sibi, & heredibus suis de domino per virgam ad voluntatem domini, secundum consuetudinem manerij. Et dant domino de fin' pro ingressu inde habendo, prout patet in capite & fecerunt domino fidelitatem & admissi sunt inde tenentes, &c.

Sect. 437.

*Or thus by the Steward.*

(A) **A**D hanc Curiam dominus concessit per I. F. senescallum suum T. B. & M. vxori suæ vnum messuagium cum vj. acr' terre, ij. acr' bosci cum pertineñ &c. præfat' T. & M. hered' & assign' suis ad voluntatem domini secundum consuetudinem manerij, reddend' inde annuatim domino, & hered' (vel successoribus suis: *3f the Lorde be a Bishop or such other*) vj. s. viij. d. pro omnibus & singulis seruicijs ad duos anni terminos: viz: ad festum sancti Michael' archang. & Annuntiationis beate Marie virginis per equales porciones, Et dāt domino de fine &c. Et fecerunt fidelitatem, & admissi sunt, &c.

Sect. 438.

*A Mortgage of Copiebold land.*

(A) **A**D hanc Cur' venit I. H. & sursum redd' in manus domini vnum tenementum &c. abbat' &c. ad opus & vsum R. F. &c. Habend' & tenend' sibi & hered' suis de domino ad voluntatem domini secundum &c. sub conditionibus sequentibus (viz) si præd' R. soluat aut soluti faciat præfato I. H. xx. li. ad testa infra script' viz, &c. & ad fest' &c. proxim' futur' post dat' huius Cur', quod tunc prius sursum redd' sit in suo robore & effectu. Et si ipse defecerit in solutione solution' prædictar' in parte vel in toto &c. quod tunc bene licebit I. H. præd' & assign' suis reintrare in premissa & ea rehabere ista sursum reddit' in aliquo non obstante. Et dat domino de fine &c. Et fecit fidelitatem, &c. Et admissus est, &c.

Sect.

*Sect. 439. A Surrender in fee of land holden by the virge.*

(A) AD Cū manerij ibidem tenē die Mercurij ppx. post festum Apostol' P. & I. ann & c. veni T. B. & sursum redd' in manus domini in plena cū vnum tenētū scituat in Woodlane abbutē super tenētū I. B. ex parte occident & c. continens xxiiij. acr ter' prati & pasture cum pertiñ ad opus & vsum I. L. & hered' suorum, qui presens hic in cū admitti petit ad premissa, cui dñs per senescall' suum concessit inde seisinam, habend' & tenend' sibi & heredibus suis de domino per virgam ad voluntatem dñi secundum consuet' manerij p redditum & seruitium prius debitum & de iure consuet' & dat dño p fine & c. & fecit fidelitatem & admissus est inde tenens.

*Sect. 440. A Surrender of a reuercion in fee.*

(A) AD Cū ibidem tenē & c. Homagium preseñ qd' H. H. qui de domino tenuit sibi & her' suis reuerfionem vnus clausi pasture & c. infra istud manē quor' I. H. mater prād' H. H. vid' est tenens ad termiñ vitæ suæ, diem clausit extremū post vlē cū. Et qd' R. H. eius auunculus est illi heres, scilicet frater T. H. prīs prād' H. H. & est plene etatis qui presens hic in cū petit admitti ad reuersionem terre prād' I. H. mris dicti H. H. vt supradict' est, cui dñs p senescall' suū concessit inde seisinā habend' & tenend' sibi & hered' suis secund' consuet' manerij pd' p redd' & seruic' inde prius debīt & c. & dat dño de fine put & c. & fecit fidelit' & admissus est inde tenens.

*Sect. 441. A Copie in Auncient demesne, where the wife shalbe examined.*

(A) DAle & c. Ad cū tentā ibidē (tali die & tali & c.) T B. de N. & E. vxor eius hic in plena cū sola examinata & confessa, sursum redd' in manus domini vnū mesuagium & dimidia bouatam terre, & vnā quatrōn terre cum suis pertineñ in Dale prād' vocat R. ad opus W. C. de O. vnde accidit domino vnus equus de heriof & super hoc venit dictus W. C. & cepit de domino dict' mesuag' & c. cum pertiñ, Habend' & tenend' sibi & Ann  
M. M. iij. vxori

uxori suæ, hæred' & assignat ipsius W. in perpetuum secundum consuetudinem manerij, p redit' & seruid' inde prius debet' & consueta. Et dant dño de fine p ingressu habendo in dict' mesuag. & ceteris præmissis &c. & data est ei seisinā &c. & fecerunt fidelitatem &c.

Sect. 442.

*A copie in auncient demesne wherethe Proclamations shall be had.*

(A) **A** Dhanc Curiam tentam ibid' (tali die & anno) A.C. filius & hæres I.C. venit & sursum reddidit in manus dñi vnum mesuagium, x. ac' terræ, tres acras prati cum vno crofto in D. infra iurisdic' huius curiæ, ad opus T.H. hæred' & assignat suorum in perpetuum, virtute barganiæ siue pactionis inter eos factæ. Et super hoc publica pclamatio in eadem Curia facta fuit quod si quis aliquod ius seu titulum ad idem mesuag. terras, prata, & crofta, vel in aliqua eorū pcella prætereendere voluit vel haberet, veniret & audiretur. Et nullus venit ad hanc curiam: per q' secundū consuetud' manerij præd' mesuag. terræ, prata, & croft' remanerent in manibus dñi vsq; ad tertiam proclamationem super eisdem factam. Et sup hoc dies data est partibus præd' essendi ad proximam curiam manerij præd' ad audiendū inde iudicium suum super præmissis.

(B) Et ad hanc Curiam tent' ibid' (tali die & anno) tam prædictus A.A. quam præd' T.H. venerunt: & super hoc secunda proclamatio facta fuit super præmiss. quod si aliquis aliquod ius vel titulum ad præd' mesuag. terras, prata &c. haberet aut prætenderet, veniret & audiretur. Et nullus venit: Et sup hoc dies datus est partibus præd' essendi ad proximam curiam manerij præd' ad audiendum inde iudicium suum.

(C) Et ad hanc Cur' tent' ibid' (tali die & anno) tam præd' A.A. quam præd' T.H. venerunt; & super hoc tertia proclamatio facta fuit super præmiss. quod si aliq's. aliq' ius vel titulum ad præd' mesuag. terras, prata & crofta, vel in aliqua eorum parcella haberet vel prætenderet, veniret;

&

& audiretur, & nullus ad hanc venit.

(D) Et super hoc dominus per W. H. senescallum suum concessit seisinam de præd' mesuagio, terris, pratis, & croftis cum eorum pertinenc' præfat' T. H. tenend' sibi, hered' & assignat' suis secundum consuetudinem manerij præd' & dat domino de fine pro ingressu &c. & admissus est inde tenens, & fecit fidelitatem, &c.

Sect. 443. *A Copie where the lands are intailed with*

*a remainder over.*

(A) AD hanc cur' compert' est, quod R. B. de A. ad Cur' tentam apud E. (tali die & ann' &c.) sursum reddidit in manus domini vnum tenementum & iij. acras terre, vocat' C. ad opus R. C. filij eiusdem R. & A. vxoris sue, quibus dominus concessit seisinam, tenendum sibi & hered' de corporibus eorum legitime procreatis. Et si præd' R. & A. vxor eius sine hered' de corporibus eorum legitime procreatis obierint, quod tunc præd' terra & tenementum cum suis pertiñ remaneant rect' hered' ipsius R. B. Et mod' curia ista informat' per totum homagium, quod præd' R. & A. obierunt sine hered' inter eos procreatis, & præd' R. B. similiter, & super hoc venit I. B. frater & heres præd' R. B. & petit admitti, & admissus est tenens, &c. & per licentiam domini præfat' I. B. concessit quod præd' tenement' & terra quæ ei remanserunt post mortem præd' R. B. & R. C. & A. vxoris sue remanerent W. C. & hered' suis cui dominus inde concessit seisinam tenend' ad voluntatem domini secundum consuetudinem, &c. Et dat &c. Et fecit fidelitatem, &c.

Sect. 444. *A Copie of a surrender made out of the Court*

*for life with Remainders.*

(A) AD hanc curiam compertū est per homagium, quod R. R. tenens customarius huius manerij, extra cur' sursum redd' in manus domini, per manus W. T. & R. M. duorum customar' tenenc' huius manerij, secundum consuetudinem huius manerij, totum illud mesuagium, & triginta acras prati, pascu, & pasture, cum pertiñ,



pertin, modo in tenura siue occupatione R. B. ad opus & usum dicti R. R. pro termino vite sue naturalis, & post decessum dicti R. R. tunc ad opus & usum T. B. & her de corpore dicti T. legitime pcreator. Et per defectu talis exitus de corpore dicti T. B. legitime pcreati, rem inde I. I. filio R. I. de I. präd' gener, hered' & assign suis imperpetuū. Et dicitur quod präd' R. obiit, & nunc ad istā cur präd' T. B. venit, & petit admitti ad omnia & singul' premissa präd'. Et ad hanc cur dominus per I. K. senesc luū concessit inde ei seisinam per virgā, Habend' & tened' eidem T. B. & hered' de corpore suo legitime pcreat. Et pro defectu talis exitus remanere ad opus & usum dicti I. I. & hered' suorum imperpetuū, & präd' T. B. dedit domino de fine quatuor libras, & fecit domino fidelitatē. Et admissus est inde tenens.

Sec. 445. A Surrender before the Steward out of the Court.

(A) AD hanc cur testatum est p W. T. seneschall', quod W. N. in extremis iacens decimo die A. añ regni dicte dñe Regine xxxij. sursum redd' in manus dñi per manus eiusdē sen (absente cur) in presenc' R. C. R. P. & C. H. vnum tenē voc' M. in quo modo inhabit W. G. cum omnibus terris & tenētis suis, infra prebēd' de I. ad opus & usum M. vxor sue, p termino vite sue, & post decessum ipsius M. remanere W. T. filio präd' W. patris, & E. filiz eiusdem W. patris ac sorori präd' W. filijs & hered' suis sub conditione tamen sequent, Quod si contingat aliquem präd' W. filij & E. filiz obire sine hered' de corpore suo exeunt, quod tunc ipse vel ipsa, qui vel quæ superuixerit habebit & gaudebit tenē prædict' sibi & hereditibus suis imperpetuum.

(B) Et super hoc venit in ista Cur präd' M. & petit se admitti ad tenē prædict' cū ptin, cui dñs p I. K. sen suū concessit inde seisinā p virgā, habend' sibi in forma prædict' ad volunt dñi secundum consuetudinē manerij. Et dat dño de fine pro ingressu suo inde habend' put patet &c. Et fecit fidelitatem & admissa est inde tenens, &c.

Sect. 446.

*A Copie for two lines.*

(A) **A**D hanc Cur &c. venit I. D. & I. vxor eius ipsa sola examinat coram senescall' & sursum redd' in manus dñi vnū tenē cum pñ in A. iacens inter testū I. C. ex parte orientali & tenū C. D. ex parte occid', & abbut' super altam viam ex parte australi & super gardinū E. F. ex parte boreali ad opus & vsum G. H. & A. vxoris eius ad terminum vitæ eorum & alterius eorum diutius viuētis secundum consuetudinem manerij. Et dant domino de fine, &c. Et fecerunt fidelitatem.

Sect. 447.

*A Copie for two lines with remainders**ouer by the virge.*

(A) **A**D hanc Cur venit A. T. & sursum reddidit in manus dñi vnum mes. & octo acr' terre customat vocat' I vt dominus faceret inde voluntatem suam, & dñs inde habuit seisinam. Et ex gratia sua speciali reconcessit præd' mesuagium & terras præf. A. T. & K. vxori eius, durante vita eorum, ita quod post eorum decessum dictum tenementum & terre remaneant K. vxori W. durant' vita sua, & post decessum ipsius K. prædict' terr' & tenementum remaneant rectis hered' ipsius A. T. in perpetuum, tenend' eidem A. T. & I. vxori eius durante tota vita eorum per virgam ad voluntatem domini secundum &c. in forma prædict', saluo iure cuiuslibet &c. & prædict' A. T. & K. dant domino de fine, &c. & fecerunt fidelitatem, &c.

Sect. 448.

*A Surrender out of the Court, and a re-**mainder with a Condition.*

(A) **A**D hanc curiam compertum est, quod R. F. languens in extremis sursum redd' in manus B. R. extra cur' p manus I. H. in presentia A. B. C. D. tenent' huius manerij hoc testantiū vnū mesuagiū cum pertiñ &c. ad opus A. vxoris præd' I. F. tenendum sibi pro seruitio inde debīt secund' consuetud' manerij, pro termino vite sue. Ita quod post mortem dicti A. prædict' mesuagium rema-

remaneat I. filio prædicti R. & A. & hered' de corpore suo legitime procreatis. Et si contingat dicti Lobire sine hered' de corpore suo legitime procreato, quod tunc prædicti mesuag' remaneat R. filio prædicti R. & A. & heredibus de corpore suo legitime procreatis. Et si contingat dictum R. obire sine hered' de corpore suo legitime procreat, qd' tunc prædicti mesuag' per executores, vel alterum eorum diutius viuentem, venderet, & denarii inde recepti & prouenientes in pauperes, & alias eleemosinas erogentur, disponent & distribuuntur, put eis melius videbit expedire: quibus dñs inde concessit seisinam, tenend' in forma prædicta, ad voluntatem dñi secundū consuetudinem manerij, & dat domino de fine, & fecit fidelitatem.

Sec. 449.

*A copie for life by a man & his wife.*

(A) AD hanc Curiam ven' I. H. & R. vxor eius, ipsa sola examinata coram Seneschall' & sursum reddid' in manus dñi vnum tñtum cum ptinent' iacens inter tenement' F. H. & c. ad opus & vsum G. H. & I. vxoris eius ad terminum vitæ eorum & alterius eorum diutius viuent' secund' consuetudinem manerij, & dant dño de fine xx, s. & c. & fecerunt & c. & admissi sunt & c.

Sec. 450.

*A copie for life.*

(A) AD hanc curiam ven' I. D. & I. vxor eius ipsa sola examinata coram seneschallo, & sursum reddiderunt in manus dñi vnum tñtum cum ptñ in A. iacens inter tñtum I. C. ex parte Orientali & tñtum C. D. ex parte Occidentali, & abbuttat super altam vjam ex parte Australi, & super gardinum E. F. ex parte Boreali, ad opus & vsum G. H. & A. vxoris eius, ad terminum vitæ eorum, & alterius eorum diutius viuent', secundum consuetudinem manerij prædicti, & dant dño de fine & c. Et fecerunt fidelitatem, Et admissi sunt inde tenentes, saluo iure cuiuslibet.

Sec.

*Sect. 451. A Copie for three liues vsed in Devonshire,  
Cornwall, Somerset, Dorsetshire, &c.  
made by the surveyour.*

(A) AD Cū manerij ibidem tenē &c. venī I. G. & cepit de domino ex traditione R. F. armigeri particulari superuifum terrarum domini ibidem per literas eiusdem domini patentē sufficientem authoritatem dantes &c. vnum tenementum cum pertiñ contiñ 36. acras terre & quatuor acras prati abutt &c. habendum & tenendum omnia & singula præmissa cum suis pertinentijs præfat. I. G. & E. vxori eius ac A. filiz eorundem ad terminum vitæ eorum, & alterius eorum diutius viuētis successiue, ad voluntatem domini secundum consuetudinem manerij per redditum & seruitium inde prius debita & de iure consueta. Et dat domino de fine xxiiij. li. soluend' ad manus balliui manerij præd' ad quatuor proxim' comput' equaliter &c. Et fecit fidelitatem & admissus est inde tenens.

*Sect. 452. A Licence to dimise for yeares.*

(A) AD Cū ibidem tenē &c. Conceditur R. H. vid' potestas, & licentia dimittend' vnum claus. pastur' vocat' N. viz: cum pertiñ iaceñ & exisťen infra istud manerium T. P. & assign' suis a festo &c. vltim' preterit' vsque ad finem termini xxj. annorum tunc prox. sequen' & complend'. Et dat domino de fine pro licentia inde habend' iij. s.

*Sect. 453. For yeares where the Lord shall finde tymbet.*

(A) AD curiam dominus per I. F. seneschallum suum concessit E. R. vnum mesuagium cum domibus & superstantibus, & diuersas terras, prata, pascua, & pasturas cum sepibus fossatis & omnibus alijs suis pertinentijs vocat' A. habendum & tenendum sibi & assignatis suis a festo sancti Mich. arch. proxim' futur' post dat' huius cur', vsque ad finem & terminum xl. annorum ex tunc proximo sequentium plenarie complendorū, redd' inde annuatim xx. s. ad duos anni terminos, videlicet &c.



&c. per equales porciones. Prouiso semper quod durate termino præd', præd' dominus inueniet materiam, & ligna totiens quotiens necessarium fuerit dicto tenement, ad emendandum reparandum, & sustinend', & dat dño de fine &c. Et fecit fidelitatem.

Sect. 454.

*A Copie for yeares.*

(A) **A**D curiam nostri R. A. prepositi collegij Regul' Mariæ de E. iuxta W. in com B. domini ibidem tenent ibidem tertio die Augusti An regni Elizabeth Dei gratia, &c. tricesimo secundo sic irrot, venit N. S. & dat domino de fine pro termino sibi habendo de & in scitu manerij de V. in domibus superedificat ac vno claus. vocat N. modo in tenuer I. H. cum pertinet modo in tenuer I. B. cui dominus concessit præd' scitum manerij ac omnia & singula præd' terras & tenementa cum pertinet pro termino viginti unius annorum. Habend' & tenend' præd' scitum manerij ac omnia & singula præd' terras & tenementa cum omnibus & singulis eorum pertinentiis prefat N. S. & assignat suis per dicto termino viginti unius annorum : termino præd' incipiente in festo M. archang. quod erit in An dñi 1592 secundum consuetudinem manerij ibidem : reddend' inde annuatim dño & heredibus suis ad terminos ibidem vsual' x. li. & sextam cum manerij præd' bis per annum. Et reparand' ac manutenendo omnia edificia ibidem mod' edificat, ac omnes sepes ac fossat ad dict' tenent durante termino prædicto. Et sufficient' reparat dimittend' in fine termini sui præd', Et præd' N. S. & assignat sui in fine termini sui præd' sol' hariat v. s. Et fecit domino fidelitatem & admissus est inde tenens durante termino præd' &c.

Sect. 455.

*A Copie for yeares the Lord finding tymbre.*

(A) **A**D hanc Curiam, dominus per A. B. senescall' suum concessit R. F. vnum mesuagium cum domibus edificijs &c. ac ceteris suis pertinentiis vocat N. Habend' & tenend' sibi & assignat suis a festo sancti M. Archangel' ultimo preterito ante datum huius Cum vsque ad terminum xxj. annorum extunc proximi sequend' & plenarie com-

complend'. Reddēdo inde annuatim dicto domino & hered' suis x.s. ad quatuor anni terminos, viz, ad festa &c. per equales portiones. Prouiso semper quod durante termino prædicto dominus inueniet grande mæremiū totiens quotiens necessarium fuerit dicto testio ad emendandum reparandum & sustinendum, & dat domino de fine &c. Et fecit fidelitatem &c. & admissus est inde tenens &c.

Sect. 456.

*A Confession of a Copibolder.*

(A) AD hanc cū venit A.B. coram T.P. seneschall' huius manerij, & cognouit se tenerē de domino vnū mesuagium decem acras terre, tres acras prati cum ptiñ in L. vocat C. libere, per chartam in focagio, per redd' xij. d. vel j. lib. piperis, & secte Curie bis per annum. Et etiam dictus A. B. cognouit se tenere de domino aliud mesuagium cum crofto adiacentē & viginti acras terræ arabilis & duas acras prati cū ptiñ ad voluntatē dñi secundū cons. manerij, & p redditū &c. & fecit fidelitatem, & admissus est inde tenens, &c.

Sect. 457.

*A Release by Copie, by licence.*

(A) AD hanc cū tenē &c. compertū est quod dñs per T. P. seneschal' suum ad cū tenē apud C. tali die & annū concessit extra manus suas W.P. & her' suis vnā peciā terre continentē circa tres acras terre, siue plus siue minus habeat, quondā T.C. in A. iacentē inter terram A.B. ex parte austrī, & terrā W.S. ex parte boreali. Habend' & tenend' &c. ad volūt dñi secundū cons. manerij, & postea venit quedā A.W. corā pref. T.P. senesc' dñi, & pretendit habere titul' in præd' pecia terre, & hic presens in cū remisit, relaxauit, & imppet quietē clam W.P. & her' suis, p licentiā dñi totū ius suum & clam que habet vel habuit vel in futurū habere poterit in p'd' pecia terræ, & in qualibet inde pcella. Ita viz, quod nec ipsa A. nec her' sui, nec aliquis alius nomine eorū, aliquod ius vel clam in p'd' pecia de cetero exig' vel vēd' poterit, sed ab omni acc' iur' clam sint exclusi p p'sentes &c. & dat dño &c. Et fec' fidel' &c.

Sect.

Sec. 458. *A Copie to the vse of his wife, with a release to them by another:*

(A) **A**D hanc Cur compertum est per homagium quod W. H. post vltimū cur sursū reddidit in manus domini tenementum &c. infra istud manerium ad opus & vsum M. vxoris eius & hered' suorum. Et super hoc ven' in plena Cur I. H. qui iam dict' M. in vxorem duxit cum prædicta M. & petunt admitti ad præmissa, quibus dominus per senescallum suum concessit eis inde seisinam. Habend' & tenendum eis & heredibus dicte M. de domino per virgam ad voluntatem domini secundum consuetudinem manerij prædicti per redditum & seruitia, &c. Et dāt domino pro fine &c. & fec' fidelitatem &c. & admissi sunt inde tenent'. Et postea ven' S. T. et sursū redd' relaxauit & quiet' clamauit dict' I. H. & M. vxor' eius in plena & pacifica possessione existē de & in tenentis prædictis, totum ius statum titulum clameum interesse conditiones & demanda sua quęcūq; que habuit habet seu habitur' sit de & in tenemento &c. Ita, vt nec præfat' S. T. hered' seu assignat' sui post hæc aliquod ius clam' &c.

Sec. 459.

*A Release of a title of Dower.*

(A) **A**D Cur tenē &c. venit I. T. nuper relict'. I. T. viri sui defunct' & pretend' habere titul' in vna domo &c. viz, tertiam partem omnium terrarum & tenementorum reddit' & seruic' cum pertiñ nomine dotis sue ex donatione dicti I. T. viri sui pro quadam pecuniarum summa sibi per W. A. præ manibus solut', sursū redd' remisit & relaxauit præfato W. A. & hered' suis totum ius suum, statum, titulum, clameum interesse & demaund' sua quęcūq; que habuit, habet seu habitura sit in præmissis. Ita videlicet quod nec ipsa I. nec hered' sui nec aliquis alius nomine suo vel eorum, aliquod ius statum, titulum, clameum, interesse, seu demaund' de & in præmissis, vel aliqua inde parcella exigere vel vindicare poterint, Sed ab omni actione iuris status tituli interesse seu

seu demand' penitus sint exclusi imperpetuum per presentes, seu demaund' de & in premiss. aut aliqua inde percell' exigere seu vendicare poterint vel poterit. Sed ab omni accione iuris tituli, & interesse inde petend' penitus sint exclusi imperpetuum per presentes. Habend' &c. vt supra.

*§ Sect. 460. An Admittance after a Mortgage.*

(A) **A**D Curiam maner, &c. compertum est per homagium quod R. P. est filius & heres H. P. qui quidē R. P. ingress. cert' terr, &c. Quę nuper impignorāt fuerūt I. P. & etiā redempta sunt per I. A. qui matrem dicti R. in vxorem duxit. Et sic idem R. ingressus est terr' prad' iure hereditario ac post decessum H. prediēt vt filius & heres dicti H. cui quidē R. dominus per senescallum suum concessit inde seisinam, Habendum & tenendum sibi & hered' suis de domino per virgam ad voluntatem domini secundum consuetudinem manerij per redditum &c. Et dat domino de fine, &c. Et fecit, &c. Et admissus &c.

### Symbolæographiæ Libri quarti

FINIS.

Ouidius.

Forſitan hæc aliquis (nam sunt quoque) parua vocabit:  
Sed quæ non profunt ſingula, multa iuuant.

NN

Aduer-



*Aduertifmentes to the curteous Readers*  
of the Bookes of Symbolæographic,  
*shewinge the forme and Use thereof and of*  
the Table followinge.



*Auing as time would per-*  
mit in some sort finished the first  
fower bookes of Symbolæogra-  
phic, It seemeth necessarie now  
to shew thorder therof, especialy  
where they differ any thinge frō  
former writings. Know ye ther-  
fore (Gentle Readers) that albe-  
it I haue reduced ech of these  
bookes to certain Chapters or

heades, as Couenants, Obligations &c. Yet neuertheles  
I haue continued them all by sundrie Sections signinge  
euerie Paragraffe or sentēce of euerie Section with some  
one letter of the Alphabet, that the contents thereof  
might more distinctly and easely be found by the bene-  
fite of the Table thereof.

1 In which you shall finde vnder the generall titles  
alphabetically placed, an other alphabet of the seuerall  
differences and thinges meete to be referred to those  
titles.

2 I might haue broken this table into many more  
titles of the special things or matters, then I haue, But to  
auoid idle repetition I haue herein for the most part set  
down the special matters vnder the general head of the  
Instruments: as vnder the title of Couenants al sorts of  
Couenants concerning all thinges, and vnder the title  
of Conditions all kindes of Conditions, and so of the  
other titles sufficiently to lead the heedful Reader, vnto  
euery needfull thing in this booke.

3 Euery number in the table signifieth a Section, &  
euery letter following, the paragraffe or sentence of the  
Section precedent.

## To the Reader.

4 Figures alone referre the Reader to the whole section: as vnder the title of Attornement by deede, I sett downe 248. 249.

5 And in one or two places (bymisprintinge) two Sections passe vnder one number, hauing yet feuerall alphabets. Wherefore yf you finde not that wherunto you are referred in the one alphabet, you may finde it in the other.

6 Some times one Section is broken into more parts or sentences, then there be letters in the alphabet. And then enery sentence of the latter part thereof, is signed with two letters, as Section 404. A A.

7 In the diuision of many titles in this table some particuler woordes bee so generall, that vnder them may be couched many fundry things, which when yt hapeneth, I doe commonly set downe alphabetically vnder the same the feuerall things, therevnto belonging, as you may see in the title of Conditions to deliuer and saue harmlesse.

8 Yf the title or thing which you seeke for, may be set downe diuers wayes, eyther by reason of Sinonimy, where feuerall wordes may expresse one thing, as Bonds obligations &c. or by reaso of the diuers writing of one selfe worde, as enfant, or infant, &c. if you finde it not by the one seeke it out by the other.

9 Somtimes that which you seeke consisteth of diuers words, wherof some do signifie the maner of doing and some the effecte, or thing done: as vnder the title of Conditions, To knowledge Statutes. To knowledge, signifieth the action. And Statuts, the thing: which for breuitie, I table but in one place, which I thinke meetest.

10 Many tymes also in the subdiuisions of the generall titles, the prepositions: of, to, concerning, for, by, vpon, and such like be for breuitie omitted, which you may callie for, as the sence requireth, repeateinge therewith the generall titles, as in the title of deuises, you find

## To the Reader.

Children, you may easelye vnderstand it to signifie deuises to for or concerning Children. And in the same title finding Lands, you may take it for deuises of or concerning landes, without the speciall setting downe of the sayd wordes to for &c. These fewe notes may suffice for your Instruction touching the vse of this booke and table. Now (Loving Readers) For so much as by ouer hastye printing hereof, some faultes haue escaped me, & sometime the printer, by vsing the speady helpe of yong writers, I am earnestly to entreate you to winke at the same vntil they may be reformed. And in the meane time take in good part & vse my simple labours vndertaken for your benefites: not valuinge them after their worth, which cannot be much, but after the good will of him, who hartely wisheth them in all poynts aunswerable to your owne expectation, and godly desires, which is not litle. That doing you encourage me not only to attempt the perfecting of these: but also to the Contriuing of others of greater moment. Settled in certaine Hope of of your fauours herein, I staye you no longer from the booke it selfe: which with my selfe I willingly submytt to your wise & friendlie Censures. 1590. Nouemb. 12.

Yours in the Lord

William WEST

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## Faults escaped and amended.

Sect. lit. Lin.

3. d. 6. Add these words.

Things incorporate be which of their own nature can not be touched nor seen  
but comprehended onely by vnderstanding, & can nether properly be deuided  
nor deliuered as Properties Estates &c.

Note that that which standeth in the first Section vpon y. & z. should stand be-  
twene v. x. That which standeth vpon a, should be betwen x. & y.

7. w. 11 For vse in. Read. vse hath in

7. w. 11 For wit remainder, Reade wit in remainder

7. y. 2. For particuler is, Reade particuler estate is.

31 l. 61 For conueiances, Read contingencies.

15. c. 14. For about touching, Read about to do.

30. c. 6 For fines with a warrant, Read fines, warrants.

30. m. 3. For time, Read here.

34. c. 17 For leuy. Read here.

11. d. 9. For 19. El. ca. 3. Read 27. El. ca. 4.

Some like faults there be which the heedfull Reader may easily find & amend.

Folio DDVI lacking

G 715

14/20/28

